



GSA National Capital Region

MAR 26 2010

(b) (6)

Vornado/Charles E. Smith  
2345 Crystal Drive  
Suite 1000  
Arlington, VA 22202

Re: Freedom of Information Act (FOIA) Request No. 161929

(b) (6)

This letter is in response to your Freedom of Information Act (FOIA) request, dated January 26, 2010, in which you requested the following:

Group 1: BRAC/DOD Leases

1. "1101 Wilson Blvd (need: 1) BRAC renewal SLA; 2) Base year Real Estate Tax SLA; 3) Last Real Estate Tax SLA; 4) Last Operating Expense CPI SLA)
2. 1400 Key Blvd (need: 1) BRAC renewal SLA; 2) Base year Real Estate Tax SLA; 3) Last Real Estate Tax SLA; 4) Last Operating Expense CPI SLA)
3. 1401 Wilson Blvd (need: 1) BRAC renewal SLA; 2) Base year Real Estate Tax SLA; 3) Last Real Estate Tax SLA; 4) Last Operating Expense CPI SLA)
4. 1501 Wilson Blvd (need: 1) BRAC renewal SLA; 2) Base year Real Estate Tax SLA; 3) Last Real Estate Tax SLA; 4) Last Operating Expense CPI SLA)
5. 1515 Wilson Blvd (need: 1) BRAC renewal SLA; 2) Base year Real Estate Tax SLA; 3) Last Real Estate Tax SLA; 4) Last Operating Expense CPI SLA)
6. 1501 Wilson Blvd (DOD Lease Renewal; non-BRAC) (need: SF-2)
7. 1515 Wilson Blvd (DOD Lease Renewal; non-BRAC) (need: SF-2)
8. 1101 Wilson Blvd (DOD Lease Renewal; non-BRAC) (need: SF-2)

Group 2: Other

1. Constitution Square (GSA Central Office Swing Space) (need: SF-2)
2. Patriots Plaza (Department of Agriculture Consolidation) (need: SF-2)
3. 1250 Maryland Ave, SW (Department of Agriculture) (need: SF-2)
4. Potomac Yards North (USAID) (need: SF-2)
5. 1310 N. Courthouse (Department of Homeland Security) (need: SF-2)
6. 1717 Penn (Treasury – Financial Crisis Inquiry Commission) (need: SF-2)
7. 490 L'Enfant Plaza (NTSB) (need: SF-2)
8. 1310 N. Courthouse (Department of Transportation) (need: SF-2)."

At this time we are providing a partial response to your request. Attached are the documents requested in Group 1.

We are continuing to prepare the response to the remainder of your request and expect to provide a final response no later than April 9, 2010.

Should you have any questions, please do not hesitate to contact Carla Jones, FOIA Coordinator, at (202) 619-6200.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. Schall', with a large, sweeping flourish at the end.

Robert J. Schall  
Chief of Staff  
Public Buildings Service

Enclosures

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL AGREEMENT

DATE

SUPPLEMENTAL LEASE AGREEMENT

No. 12

NOV -2 2009

TO LEASE NUMBER:  
GS-11B-00202

Page 1 of 2

Address of Premises: 1401 Wilson Boulevard  
Arlington, VA 22209

THIS AGREEMENT, made and entered into this date by and between: Oak Hills Property Associates, LLC

Whose address is: c/o Monday Properties  
230 Park Avenue, Suite 500  
New York, NY 10169  
Attn: Theresa Piscitelli

Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government.

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended upon execution by the Government as follows:

1. Extended Term. This SLA is issued to extend the term of this Lease for a period of five (5) years from July 2, 2010 through July 1, 2015 (the "Extended Term"). The Government may terminate this Lease, effective as of September 30, 2012 by providing written notice to the Lessor no later than September 30, 2011, and no rent shall accrue after the effective date of termination so long as the Government vacates the entire Premises (defined below) on or before such effective date. Said notice shall be computed from the date of mailing. The Government shall have no renewal rights and no termination rights except as set forth in the GSA Form 3517B included in the Lease.

2. Rent and Additional Rent during Extended Term. The premises consists of 65,003 BOMA rentable square feet (BRSF) (57,576 BOMA Office Area (BOASF)) of office space (the "Premises") on portions of the B level, 2nd through 6th, and 10th floors of the building. Effective as of July 2, 2010, the annual rent shall be \$2,470,114.00 (65,003 BRSF x \$38.00 per BRSF) plus all accrued operating expense adjustments and real estate tax adjustments over the original base amounts calculated in accordance with the Lease, payable at the rate of \$205,842.83 per month, in arrears. During the Extended Term, operating expense adjustments, real estate tax adjustments, and any other additional rent or additional charges, if any, shall continue to be made in accordance with the terms of the Lease with no change to the base amounts or base years.

(continued on next page)

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: Oak Hills Property Associates, LLC

BY: (b) (6)  
Anthony Westreich

\_\_\_\_\_  
President  
(Title)

IN THE PRESENCE OF (witnessed by):

(b) (6)  
\_\_\_\_\_  
(Signature)

230 Park Ave Suite 500, NY, NY 10169  
(Address)

UNITED STATES OF AMERICA

(b) (6)  
BY: \_\_\_\_\_  
T O Halston

\_\_\_\_\_  
Contracting Officer, GSA, NCR, (WP4PRDL)  
(Official Title)

3. Condition of Premises. The Government shall accept and continue to occupy the Premises in their "as-existing" condition and the Lessor shall have no obligation whatsoever to make any structural or other improvements in or to any part of the Premises or the building in the preparation for the Government's occupancy during the Extended Term, except that the acceptance of the Premises "as-existing" shall not relieve the Lessor from future alterations, repairs, maintenance, replacements or other obligations set forth in the SFO which shall be performed in accordance with the standards set forth in the SFO and result in the continued quality and function of the Premises at or above their levels as of the date of this SLA. Lessor represents that, to Lessor's knowledge, the Premises are in good repair and tenantable condition as of the date hereof.
4. Commission. Studley, Inc. is the authorized real estate broker representing GSA in connection with this lease amendment transaction. The Lessor has agreed to pay to Studley, Inc. a cooperating lease commission of (b) (4). The Lessor agrees to pay Studley, Inc., 555 13<sup>th</sup> Street, N.W., Suite 420 East, Washington, DC 20004, the commission in the lump sum amount of (b) (4) which shall be due to Studley, Inc. upon execution and delivery of this SLA by the Government and payable not later than thirty (30) days after receipt of an invoice from Studley, Inc.
5. Rent Abatement. As part of the overall transaction, the Lessor has agreed to provide the Government with free rent in the amount of \$57,176.50 which shall be paid as free rent during the first full month of the Extended Term.
6. Lessor's Relocation Right. If the Government exercises its termination right set forth in Paragraph 1 above, the Lessor shall have the right (the "Lessor's Relocation Right") to relocate the Government from the premises currently leased at 1101 Wilson Boulevard, Rosslyn, VA under Lease No. GS-11B-01954 and/or Lease No. GS-11B-01991 (the "Vacated Premises") to the Premises under this Lease (i.e., Lease No. GS-11B-00202) (the "Relocation Premises") by providing written notice to the Government not earlier than September 30, 2011 and not later than March 31, 2012. If the Lessor exercises the Lessor's Relocation Right, the Government's occupancy of the Relocation Premises shall be on the same terms and conditions as previously governed its occupancy of the Vacated Premises and in "like for like" space as currently exists under GS-11B-01954 and/or GS-11B-01991, as applicable, except that: (i) the annual base rental rate for the Relocation Premises shall be the annual rent (i.e., base rent plus accrued additional rent) in effect at the time of such relocation under Lease No. GS-11B-01954 and/or Lease No. GS-11B-01991, as applicable, less \$4.00/BRSF; (ii) the operating expense base and real estate tax base shall be revised to be equivalent to the pro rata actual operating expense and real estate taxes in effect at the Relocation Premises during the 12 months immediately prior to the effective date of such relocation but operating expense adjustments, real estate tax adjustments, and any other additional rent or additional charges, if any, shall continue to be made without interruption; (iii) the Government's new percentage of occupancy in the Relocation Premises shall apply; (iv) the Lessor shall provide a relocation allowance in the amount of \$40.00 per BOASF X the total BOASF of the Vacated Premises to the Government to be used for the costs of preparing the Relocation Premises for the Government's occupancy which shall be accomplished in accordance with the terms and conditions of the SFO applicable to the Vacated Premises; and (v) the Lessor will effect such relocation at no cost to the Government. The parties shall promptly negotiate and execute the appropriate documentation for the relocation, including, if necessary a Novation Agreement.
7. Payment Obligation. This document will not constitute a payment obligation until the date of execution by the United States. As a result, even though payments will be made retroactively, no monies whatsoever are due under this agreement until thirty days after the date of execution by the Government's Contracting Officer.
8. All other terms and conditions of the Lease shall remain in force and effect.

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STANDARD FORM 2  
FEBRUARY 1965 EDITION  
GENERAL SERVICES ADMINISTRATION  
FPR (41CFR) 101-11.601

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE:

LEASE #GS-11B-00202

THIS LEASE, made and entered into this date between: Oak Hills Company

Whose address is: c/o 1000 Wilson Boulevard  
Suite, 700  
Arlington, Virginia 22209

And whose interest in the property hereinafter described is that of OWNER, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the Government.

\*\*\*\*\*

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 65,003 BOMA Rentable Square Feet (RSF) or 57,576 BOMA Office Usable Square Feet (BOUSF) office and related space, including the entire B level (7,730 RSF/6,847 USF), 2nd floor (6,309 RSF/5,588 USF), 3rd floor (14,513 RSF/12,855 USF), 4th floor (14,513 RSF/12,855 USF), 5th floor (14,513 RSF/12,855 USF), 6th floor (4,137 RSF/3,664 USF) and the 10th floor (3,288 RSF/2,912 USF) in the building known as 1401 Wilson Boulevard, Arlington, Virginia 22209

To be used for SUCH PURPOSES AS DETERMINED BY THE GOVERNMENT.

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2. TO HAVE AND TO HOLD the said premises with their appurtenances for the SUCCEEDING FIVE (5) YEAR FIRM TERM beginning July 2, 2000, through July 1, 2005, subject to termination and renewal rights as may be hereinafter set forth.

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3. The Government shall pay the Lessor an annual rent of \$1,353,036 (\$20.81/RSF and \$23.50 BOUSF) at the rate of \$112,753 per MONTH in arrears. Rent for a lesser period or lesser space shall be prorated. Rent checks shall be payable to:

Oak Hills Company  
1000 Wilson Boulevard  
Suite, 700  
Arlington, Virginia 22209

The Government's share of tax increases/ decreases and percentage of occupancy for the purpose of computing tax adjustments per the SFO, in Paragraph 2.4 entitled "TAX ADJUSTMENTS" shall be 34.2%. The Government's base costs of services and utilities for the purpose of calculating operating cost escalations as described in the SFO, Paragraph 2.6 entitled "Operating Costs" shall be (b) (4) as indicated on the GSA Form 1217 attached hereto.

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4. ~~The government may terminate this lease at any time by giving at least \_\_\_\_\_ days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.~~

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5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:

The Government shall have the right to (1) renewal option for a FIVE-YEAR TERM at an annual rental rate of \$1,698,492.00 (\$29.50/ RSF and \$26.12/ BOUSF), payable at the rate of \$141,541 per Month in arrears. Such rate shall be inclusive of adjusted future operating costs. The renewal option shall become effective provided notice be given in writing to the Lessor at least 180 days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

LESSOR *AVT* GOV'T *AS*

EXCEPTION TO SF2 APPROVED GSA/IRMS 12D89

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

EXCEPT AS SET FORTH BELOW OR ELSEWHERE IN THIS LEASE, ALL SERVICES, IMPROVEMENTS, ALTERATIONS, REPAIRS, AND UTILITIES AS DEFINED BY THIS LEASE.

- a) The annual rent set forth in paragraph 3 is inclusive of the Lessor providing all Warm Lit Shell requirements including, but not limited to, full compliance with all Fire and Life Safety, full handicapped accessibility compliance, new paint, carpet, and cove base installed throughout the Government demised area. The Lessor shall be responsible for the removal and replacement of traditional furniture. Connect/reconnect of systems furniture is excluded from the Lessor's responsibilities.
- b) Normal hours of operation are extended from 7 AM to 6 PM daily and Saturdays from 9 AM to 1 PM except Sundays and Federal holidays and in accordance with the buildings normal working hours. See paragraph 6.3 of the SFO entitled "NORMAL HOURS". The overtime rate for services and utilities is \$25 per hour, which is a comprehensive rate that does not include personnel costs, for the entire Government demised area. The minimum hours for weekend overtime charged for each usage is 3 hours. See paragraph 6.4 of the SFO entitled "Overtime Usage".
- c) All Government owned equipment shall be sub-metered and the cost of utility consumption for such equipment shall be borne by the Government tenant.
- d) Included in the rent, is a Tenant Improvement allowance in the amount of \$0 (\$0.00/ BOUSF). The Government will amortize the Tenant Improvement allowance at an annual interest rate of 0.0%. The Government reserves the right to de-amortize any unused allowance at the rate of 0% interest per annum.
- e) The Lessor shall comply with all Fire and Life Safety and handicapped accessibility requirements for all space under this lease.
- f) Cleaning is to be performed after tenant working hours. The rate for daytime cleaning is an additional \$.20 per BOUSF.
- g) Within 60 days of Lease execution, the Lessor shall provide the Government with as-built CAD files and drawing per the SFO, paragraphs 3.4 and 3.5.

7. The following are attached and made a part hereof:

1. SOLICITATION FOR OFFERS #99-025, 25 PAGES
2. ATTACHMENT #1, 1 PAGES
3. ATTACHMENT #2 TO THE SOLICITATION FOR OFFERS, 1 PAGE(S)
4. ATTACHMENT #3 TO THE SOLICITATION FOR OFFERS, 2 PAGES
5. ATTACHMENT #5 TO THE SOLICITATION FOR OFFERS, 7 PAGES
6. GSA FORM 1217, LESSOR'S COST STATEMENT, 1 PAGE(S)
7. GSA FORM 3517, GENERAL CLAUSES, 26 PAGE(S)
8. GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS, 4 PAGE(S)
9. FLOORPLAN(S) OF LEASED AREA, 5 PAGE(S)
10. RIDER, 1 PAGE

8. The following changes were made in this lease prior to its execution: Paragraph 4 was deleted in its entirety.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR:

BY (b) (6) BY Timothy H. Helmig, Vice President  
(b) (6) 1000 Wilson Blvd. Suite 700  
IN PRESENCE OF (b) (6) ADDRESS ARLINGTON, Va. 22209

UNITED STATES OF AMERICA

BY (b) (6) CONTRACTING OFFICER, GSA, NCR, OPR, RED



3. Condition of Premises. The Government shall accept and continue to occupy the Premises in their "as-existing" condition and the Lessor shall have no obligation whatsoever to make any structural or other improvements in or to any part of the Premises or the building in the preparation for the Government's occupancy during the Extended Term, except that the acceptance of the Premises "as-existing" shall not relieve the Lessor from future alterations, repairs, maintenance, replacements or other obligations set forth in the SFO which shall be performed in accordance with the standards set forth in the SFO and result in the continued quality and function of the Premises at or above their levels as of the date of this SLA. Lessor represents that, to Lessor's knowledge, the Premises are in good repair and tenantable condition as of the date hereof.
4. Commission. Studley, Inc. is the authorized real estate broker representing GSA in connection with this lease amendment transaction. The Lessor has agreed to pay to Studley, Inc. a cooperating lease commission of (b) (4). The Lessor agrees to pay Studley, Inc., 555 13<sup>th</sup> Street, N.W., Suite 420 East, Washington, DC 20004, the commission in the lump sum amount of (b) (4) which shall be due to Studley, Inc. upon execution and delivery of this SLA by the Government and payable not later than thirty (30) days after receipt of an invoice from Studley, Inc.
5. Rent Abatement. As part of the overall transaction, the Lessor has agreed to provide the Government with free rent in the amount of \$15,463.40 which shall be paid as free rent during the first full month of the Extended Term.
6. Payment Obligation. This document will not constitute a payment obligation until the date of execution by the United States. As a result, even though payments will be made retroactively, no monies whatsoever are due under this agreement until thirty days after the date of execution by the Government's Contracting Officer.
7. All other terms and conditions of the Lease shall remain in force and effect.

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STANDARD FORM 2  
FEBRUARY 1965 EDITION  
GENERAL SERVICES ADMINISTRATION  
FPR (41CFR) 101-16.601

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE:

JUL 14 2003

LEASE #GS-11B- 01637

THIS LEASE, made and entered into this date between Oak Hill Company  
Whose address is: 1000 Wilson Boulevard, Suite 700, Arlington, VA 22209

And whose interest in the property hereinafter described is that of OWNER, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the Government.

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 10,543 (10,542.602) BOMA Rentable Square Feet (RSF) being 9,338 ANSI BOMA Office Area Square Feet (BOASF), and being a portion of the sixth floor of the building known as 1401 Wilson Boulevard, as noted on the attached floor plan and made part hereof, with the address being 1401 Wilson Boulevard, Arlington, Virginia 22209.

To be used for office and related purposes as determined by the Government.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the FIVE (5) YEAR FIRM term beginning on the commencement date determined in accordance with section 2.13 "Construction Schedule of Tenant Improvements" of the SFO, and ending five (5) years later, subject the renewal right hereinafter set forth.

3. The Government shall pay the Lessor an annual rent of \$312,916.44 (\$29.68/RSF (\$29.68/1134) and \$33.51/BOASF (\$33.31 + \$.20 premium for daytime cleaning)) at the rate of \$26,076.37 (\$26,076.365) per MONTH in arrears. Rent for a lesser period shall be prorated. The annual rent includes an operating cost base of (b) (4) base real estate taxes, and \$45,441.83 per annum to amortize a tenant improvement allowance of \$186,760.00 (\$20.00/BOASF) at an imputed interest rate of eight percent (b) (4) annual interest. The operating cost base includes the daytime cleaning premium. Rent checks shall be payable to Westfield Realty, Inc., 1000 Wilson Boulevard, Suite 700, Arlington, Virginia 22209. Notwithstanding the foregoing, payment by the Government of the first \$23,468.73, or .9 (nine tenths) months' of rent, including amortization of the initial tenant improvements of \$20/BOASF, shall be abated entirely.

4. The government may terminate this lease at any time by giving at least \_\_\_\_\_ days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

5. This lease may be renewed at the option of the Government, for the following term and at the following rental:

The Government shall have the right to one (1) renewal option for a FIVE-YEAR TERM at an annual rental rate of \$326,923.38 (\$31.01/RSF (\$31.009743) and \$35.01/BOASF (\$34.81 + \$.20 for daytime cleaning)), payable at the rate of \$27,243.62 (\$27,243.615) per month in arrears, plus cumulative operating expense adjustments from the initial lease term. Such rate shall be inclusive of the original operating cost base year and base amount, and base year real estate taxes. Rent shall continue to be adjusted for operating costs escalations as provided in SFO 02-009 section 2.4, and SFO Amendment #1, item 8., PRICE STRUCTURE (SFO section 1.8(G)). The Government shall continue to make annual lump sum adjustments for changes in real estate taxes as provided in SFO section 2.2. The renewal option shall become effective provided notice be given in writing to the Lessor at least 180 days before the end of the original lease term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

LESSOR



GOV'T

(rev. 10/10/02)

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

EXCEPT AS SET FORTH BELOW OR ELSEWHERE IN THIS LEASE, ALL SERVICES, IMPROVEMENTS, ALTERATIONS, REPAIRS, AND UTILITIES AS DEFINED BY THIS LEASE. THIS LEASE IS FULL SERVICE.

- a) Prior to substantial completion of the leased premises, Lessor shall correct all deficiencies and comply with all recommendations and findings of Attachment #4, Fire Protection & Life Safety Evaluation report prepared by a Certified Fire Protection Engineer, as well as the recommendations and findings of the GSA Fire Protection Engineering Attachment.
- b) Tenant Improvements: Upon completion of improvements by Lessor and acceptance thereof by the Government, the cost of improvements shall be memorialized in a Supplemental Lease Agreement (SLA) along with the amortization payment amount and revised rent. In the event the total cost of tenant improvements is greater or less than \$20 /BOASF, the rent shall be adjusted accordingly. (See SFO sections 8.0. through 8.3.) Tenant improvements financed by the Government above the initial \$20.00 per BOASF shall be financed at the annual interest rate of nine percent (9.00%). Notwithstanding any provisions of the SFO to the contrary, the Government shall not request the Lessor to provide funding for more than \$357,845.40 (\$38.30 BOASF / \$33.92 BORSF (\$33.923826)) in tenant improvements. Refer to Form 1364, Attachment 1, regarding maximum fees payable by the Government for improvements and change orders. Architecture and Engineering Fees associated with the building shall be the Lessor's expense. Architecture and Engineering Fees associated with construction of the Government's tenant improvements shall be at the Government's expense.
- c) Daytime Cleaning: Lessor shall cause all janitorial work in the Government's space to be performed anytime between 8:30 am and 4:30 pm, Monday through Friday.
- d) Notwithstanding any provision in the lease to the contrary, the parties agree to the rent abatement referenced in section 3 herein, in lieu of a broker commission rebate, and Lessor shall not be liable for a commission rebate to the Government in connection with this lease.
- e) The Government's percentage of occupancy for real estate tax purposes shall be 5.60%, based on 10,543 RSF / 188,288 RSF, subject to confirmation of the total rentable area of the entire building.
- f) The general contractor's total fees for overhead and profit and the Lessor's total construction management fees, for the Tenant Improvements for the Government's space shall be 15%. All of these fees will be paid for out of the Tenant Improvement Allowance.
- g) The HVAC Overtime rate shall be \$30.00 per hour per zone. Commencing on the first anniversary of the Lease Commencement, and continuing each anniversary thereafter, the HVAC Overtime rate shall be increased in accordance with the CPI, and calculated in the same way as operating costs are adjusted in SFO paragraph 2.4 (subparagraphs A, B, C, D & F). In no event shall the HVAC Overtime rate drop below \$30.00 per hour per zone.
- h) Pursuant to Paragraph 2.11 "Adjustment for Vacant Premises" the Adjustment for Vacant Premises shall be negotiated to the extent, if any and when the Government vacates the space and the Lessor is no longer required to provide maintenance and operating services.
- i) If the Government makes changes to the Construction Drawings inconsistent with the Government approved DID's, the Lessor shall have such time as is reasonable to make the changes. The Government shall bear the cost and additional time resulting from such modifications or changes. The space shall be constructed consistent with the design and construction schedule and information in Attachments 2 and 3 of the Lease.
- j) This building is not currently subject to Business Improvement District taxes. However, if the building becomes subject to BID taxes in the future, then the Government will be responsible for paying its share of the BID taxes.
- k) In accordance with Attachment #1 Rate Structure, the cost for reserved parking during the first year of the lease is \$3,300 per space per year and the cost for unreserved parking for the first year of the lease is \$1,608 per space per year. Commencing on the first anniversary of the Lease Commencement, and continuing each anniversary thereafter, the cost for parking (both reserved and unreserved) shall be increased in accordance with the CPI, and calculated in the same way as operating costs are adjusted in SFO paragraph 2.4 (subparagraphs A, B, C, D & F). In no event shall the cost for parking (either reserved or unreserved) drop below the first years rates.
- l) Offerors obligation to provide Janitor Closets on each floor shall be met by providing Janitor Facilities on each floor.
- m) In the case of a conflict between this GSA Standard Form 2 (SF-2) and the balance of the lease, the terms specified in this SF-2 shall govern.

LESSOR  GOV'T 

(rev. 10/10/02)

7. The following are attached and made a part hereof:

1. Solicitation For Offers (SFO) # 02-009, 34 pages
2. Amendment #1 to SFO # 02-009, 4 pages
3. Amendment #2 to SFO # 02-009, 1 page
4. Solicitation Attachment #1, Rate Structure, 5 pages
5. Solicitation Attachment #2, Construction Schedule, Below 92,000 BOMA OUSF
6. Solicitation Attachment #3, Scope of Work for DID's and Construction Schedule Tasks, 2 pages
7. Solicitation Attachment #4, Fire Protection & Life Safety Evaluation, 16 pages
8. GSA Form 1217, Lessor's Annual Cost Statement, 1 page
9. GSA Form 1364, Proposal To Lease Space, and its attachment (rev 3-21-02), 1 page total
10. GSA Form 3517, General Clauses, 26 pages
11. GSA Form 3518, Representations and Certifications, 5 pages
12. Floor Plan of Leased Area, 1 page
13. GSA Fire Protection Engineering Attachment, 1 page

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: Oak Hill Company

BY (b) (6)

BY Authorized Agent

IN PRESENCE OF (b) (6)

ADDRESS 1000 Wilson Boulevard, Suite 700

Arlington, Virginia 22209

UNITED STATES OF AMERICA

BY (b) (6)

CONTRACTING OFFICER, GSA, NCR

STANDARD FORM 2  
FEBRUARY 1965 EDITION

EXCEPTION TO SF2 APPROVED



GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE  SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT  No. 8	DATE  NOV -2 2009
		TO LEASE NUMBER: GS-11B-01713
Address of Premises: 1401 Wilson Boulevard Arlington, VA 22209		
THIS AGREEMENT, made and entered into this date by and between: Oak Hills Property Associates, LLC		
Whose address is: c/o Monday Properties 230 Park Avenue, Suite 500 New York, NY 10169 Attn: Theresa Piscitelli		
Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government.		
WHEREAS, the parties hereto desire to amend the above Lease.		
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended upon execution by the Government as follows:		
<p>1. <u>Extended Term.</u> This SLA is issued to extend the term of this Lease for a period of five (5) years retroactively from March 2, 2009 through March 1, 2014 (the "Extended Term"). The Government may terminate this Lease, effective as of September 30, 2012 by providing written notice to the Lessor no later than September 30, 2011, and no rent shall accrue after the effective date of termination so long as the Government vacates the entire Premises (defined below) on or before such effective date. Said notice shall be computed from the date of mailing. The Government shall have no renewal rights and no termination rights except as set forth in the GSA Form 3517B included in the Lease.</p> <p>2. <u>Rent and Additional Rent during Extended Term.</u> The premises consists of 29,016 BOMA rentable square feet (BRSF) (25,710 BOMA Office Area (BOASF)) of office space (the "Premises") on the 8th and 9th floors of the building. Effective retroactively as of March 2, 2009, the annual rent shall be \$1,102,608.00 (29,016 BRSF x \$38.00 per BRSF) <u>plus</u> all accrued operating expense adjustments and real estate tax adjustments over the original base amounts calculated in accordance with the Lease, payable at the rate of \$91,884.00 per month, in arrears. The Government shall pay to the Lessor, within 60 calendar days following full execution of this SLA, a single lump sum payment for all Extended Term rent not previously paid to the Lessor. During the Extended Term, operating expense adjustments, real estate tax adjustments, and any other additional rent or additional charges, if any, shall continue to be made in accordance with the terms of the Lease with no change to the base amounts or base years.</p> <p style="text-align: center;">(continued on next page)</p>		
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.		
LESSOR: Oak Hills Property Associates, LLC BY: <u>(b) (6)</u> Anthony Westreich IN THE PRESENCE OF (witnessed by): <u>(b) (6)</u> <u>(Signature)</u> <u>230 Park Ave Suite 500, NY, NY 10169</u> (Address)		
UNITED STATES OF AMERICA BY: <u>(b) (6)</u> T. Hairston Contracting Officer, GSA, NCR, (WP4PRDL) (Official Title)		

3. Condition of Premises. The Government shall accept and continue to occupy the Premises in their "as-existing" condition and the Lessor shall have no obligation whatsoever to make any structural or other improvements in or to any part of the Premises or the building in the preparation for the Government's occupancy during the Extended Term, except that the acceptance of the Premises "as-existing" shall not relieve the Lessor from future alterations, repairs, maintenance, replacements or other obligations set forth in the SFO which shall be performed in accordance with the standards set forth in the SFO and result in the continued quality and function of the Premises at or above their levels as of the date of this SLA. Lessor represents that, to Lessor's knowledge, the Premises are in good repair and tenantable condition as of the date hereof.
4. Commission. Studley, Inc. is the authorized real estate broker representing GSA in connection with this lease amendment transaction. The Lessor has agreed to pay to Studley, Inc. a cooperating lease commission of (b) (4). The Lessor agrees to pay Studley, Inc., 555 13<sup>th</sup> Street, N.W., Suite 420 East, Washington, DC 20004, the commission in the lump sum amount of (b) (4) which shall be due to Studley, Inc. upon execution and delivery of this SLA by the Government and payable not later than thirty (30) days after receipt of an invoice from Studley, Inc.
5. Rent Abatement. As part of the overall transaction, the Lessor has agreed to provide the Government with free rent in the amount of \$40,664.89 which shall be paid as free rent during the first full month of the Extended Term.
6. Payment Obligation. This document will not constitute a payment obligation until the date of execution by the United States. As a result, even though payments will be made retroactively, no monies whatsoever are due under this agreement until thirty days after the date of execution by the Government's Contracting Officer.
7. All other terms and conditions of the Lease shall remain in force and effect.

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STANDARD FORM 2  
FEBRUARY 1965 EDITION  
GENERAL SERVICES ADMINISTRATION  
FPR (41CFR) 1D16.601

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE: MAR 11 2004

LEASE #GS-11B-01713

THIS LEASE, made and entered into this date between: Oak Hill Company

Whose address is: c/o Westfield Realty, Inc.  
1000 Wilson Boulevard, Suite 700  
Arlington, VA 22209

And whose interest in the property hereinafter described is that of OWNER, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the Government.

\*\*\*\*\*

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 29,016 Rentable Square Feet (RSF) or 25,710 Usable Square Feet (BOUSF) of office and related space, consisting of the entire eighth and ninth floors and six non-reserved garage parking spaces at 1401 Wilson Boulevard, Arlington, VA 22209.

To be used for SUCH PURPOSES AS DETERMINED BY THE GOVERNMENT.

\*\*\*\*\*

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the FIVE YEAR FIRM term beginning March 2, 2004, and running through March 1, 2009, subject to renewal rights as are hereinafter set forth.

\*\*\*\*\*

3. The Government shall pay the Lessor an annual rent of \$792,557.88 at the rate of \$66,046.49 per month in arrears. This represents \$30.83/USF or \$27.31/RSF inclusive of \$9,174.18 for the six parking spaces. Rent for a lesser period shall be prorated. Operating expense and tax adjustments shall be added or subtracted from this amount as per the Solicitation for Offers.

\*\*\*\*\*

4. Rent shall be made payable to:

Westfield Realty Incorporated  
1000 Wilson Boulevard, Suite 700  
Arlington, VA 22209

\*\*\*\*\*

5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:

One FIVE-YEAR TERM at an annual rental rate of \$821,610.18 at the rate of \$68,467.52 monthly in arrears. This represents \$31.96/USF or \$28.32/RSF inclusive of \$9,174.18 for the six parking spaces. To such rate shall be added operating cost adjustments from the original term per SFO 03-018, section 2.4, and such adjustments shall continue to be made during the option term. Base year taxes shall remain in effect and tax adjustments per Paragraph 2.2 shall continue. The renewal option shall become effective provided notice is given in writing to the Lessor at least 180 days before the end of the original lease term; said notice shall commence with the day after the date of mailing. Other terms of the lease shall remain the same during the renewal term.

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LESSOR

GOVT

EXCEPTION TO SF2 APPROVED GSA/IRMS 12D89

6. The Lessor shall furnish to the Government, as part of the rental consideration:
- All services, improvements, alterations and utilities defined by this lease. No tenant improvement allowance is initially included in the lease.
  - Government percentage of occupancy of 15.4% (29,016 RSF + 188,288 RSF) for the purpose of calculating real estate tax adjustments.
  - Base year operating costs of (b) (4) for the purposes of operating cost adjustments.
  - Six non-reserved official parking spaces at \$1,529.03/year each (included in the rent in paragraphs 3 and 5).
  - Correction of all deficiencies identified on the Attachment 4 within 120 days of the lease effective date.
7. Any tenant improvement allowance subsequently agreed to by the parties shall be amortized monthly at 8% per annum over the remaining firm term of the lease, and shall be added to the annual rent specified in paragraph 3 or 5. Notwithstanding any language in the SFO to the contrary, the Government shall not require the Lessor to amortize more than \$38.30/USF in tenant improvements under this lease.
8. The Government shall receive an immediate rent credit of \$7,713 (\$.30 x 25,710 usf) as reimbursement for new paint not received at the five year point of lease GS-11B-30146.
9. In lieu of a commission to the Government's broker for the firm term, the Government shall be entitled to an immediate rent credit of .9 month's rent, or \$59,441.83. No commission is due if the option term is exercised.
10. The HVAC overtime rate shall be \$30.00 per hour. A minimum of three hours is chargeable for weekend usage.
11. The following are attached and made a part hereof:
- Solicitation for Offers #03-018, 34 pages
  - ~~Attachment #1, Rate Structure, 6 pages~~ *YC*
  - Attachment #2, 1 page
  - Attachment #3, 2 pages
  - Attachment #4, 14 pages
  - GSA Form 1217, Lessor's Cost Statement, 1 page
  - GSA Form 3517, General Clauses, 26 pages
  - GSA Form 3518, Representations and Certifications, 4 pages
  - Floor plans of Leased Area, 2 pages
12. In the event the Government, through change of the build-out or other reason, changes or damages the warm-lit shell, the Lessor shall not be held responsible for remediation of the warm-lit shell to the specifications in the SFO.
13. For tenant improvements carried out by the Lessor and paid for by the Government, the Lessor shall be entitled to 20% of the cost of improvements (not including items required by the SFO) for overhead and profit of the Lessor and General Contractor. Architectural and engineering fees for the space shall be included in this percentage. Such percentage shall apply to the initial construction plans; OH & P for change orders shall be negotiable.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: Oak Hills Company

BY (b) (6)  
PRINTED NAME & TITLE Timothy Helmig, Dir. Of Leasing

BY Authorized Agent  
PRINTED NAME & TITLE \_\_\_\_\_

IN PRESENCE OF (b) (6)

ADDRESS 1000 Wilson Boulevard, Suite 700  
Arlington, Virginia 22209

UNITED STATES OF AMERICA

BY (b) (6) CONTRACTING OFFICER, GSA, NCR

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>SUPPLEMENTAL LEASE AGREEMENT</b>	<b>SUPPLEMENTAL AGREEMENT</b>  No. <u>14</u>	<b>DATE</b>
TO LEASE NUMBER: GS-11B-01833		Page 1 of 2
Address of Premises: 1401 Wilson Boulevard Arlington, VA 22209		
<b>THIS AGREEMENT, made and entered into this date by and between: Oak Hills Property Associates, LLC</b>		
<b>Whose address is:</b> c/o Monday Properties 230 Park Avenue, Suite 500 New York, NY 10169 Attn: Theresa Piscitelli		
<b>Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government.</b>		
<b>WHEREAS, the parties hereto desire to amend the above Lease.</b>		
<b>NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended upon execution by the Government as follows:</b>		
1. <u>Extended Term.</u> This SLA is issued to extend the term of this Lease for a period of five (5) years from May 9, 2010 through May 8, 2015 (the "Extended Term"). The Government may terminate this Lease, effective as of September 30, 2012 by providing written notice to the Lessor no later than September 30, 2011, and no rent shall accrue after the effective date of termination so long as the Government vacates the entire Premises (defined below) on or before such effective date. Said notice shall be computed from the date of mailing. The Government shall have no renewal rights and no termination rights except as set forth in the GSA Form 3517B included in the Lease.		
2. <u>Rent and Additional Rent during Extended Term.</u> The premises consists of 5,436 BOMA rentable square feet (BRSF) (4,815 BOMA Office Area (BOASF)) of office space (the "Premises") on portions of the 2nd and 10th floors of the building. Effective as of May 9, 2010, the annual rent shall be \$206,568.00 (5,436 BRSF x \$38.00 per BRSF) plus all accrued operating expense adjustments and real estate tax adjustments over the original base amounts calculated in accordance with the Lease, payable at the rate of \$17,214.00 per month, in arrears. During the Extended Term, operating expense adjustments, real estate tax adjustments, and any other additional rent or additional charges, if any, shall continue to be made in accordance with the terms of the Lease with no change to the base amounts or base years. <div style="text-align: right;">(continued on next page)</div>		
<b>IN WITNESS WHEREOF, the parties subscribed their names as of the above date.</b>		
<b>LESSOR: Oak Hills Property Associates, LLC</b>		
BY: <u>(b) (6)</u> Anthony Westreich	<u>President</u> (Title)	
<b>IN THE PRESENCE OF (witnessed by):</b>		
<u>(b) (6)</u> (Signature)	<u>230 Park Ave - Suite 500, NY, NY 10169</u> (Address)	
<b>UNITED STATES OF AMERICA</b>		
BY: <u>(b) (6)</u> TC Hairston	<u>Contracting Officer, GSA, NCR, (WP4PRDL)</u> (Official Title)	

3. Condition of Premises. The Government shall accept and continue to occupy the Premises in their "as-existing" condition and the Lessor shall have no obligation whatsoever to make any structural or other improvements in or to any part of the Premises or the building in the preparation for the Government's occupancy during the Extended Term, except that the acceptance of the Premises "as-existing" shall not relieve the Lessor from future alterations, repairs, maintenance, replacements or other obligations set forth in the SFO which shall be performed in accordance with the standards set forth in the SFO and result in the continued quality and function of the Premises at or above their levels as of the date of this SLA. Lessor represents that, to Lessor's knowledge, the Premises are in good repair and tenantable condition as of the date hereof.
4. Commission. Studley, Inc. is the authorized real estate broker representing GSA in connection with this lease amendment transaction. The Lessor has agreed to pay to Studley, Inc. a cooperating lease commission of (b) (4). The Lessor agrees to pay Studley, Inc., 555 13<sup>th</sup> Street, N.W., Suite 420 East, Washington, DC 20004, the commission in the lump sum amount of (b) (4) which shall be due to Studley, Inc. upon execution and delivery of this SLA by the Government and payable not later than thirty (30) days after receipt of an invoice from Studley, Inc.
5. Rent Abatement. As part of the overall transaction, the Lessor has agreed to provide the Government with free rent in the amount of \$5,096.07 which shall be paid as free rent during the first full month of the Extended Term.
6. Payment Obligation. This document will not constitute a payment obligation until the date of execution by the United States. As a result, even though payments will be made retroactively, no monies whatsoever are due under this agreement until thirty days after the date of execution by the Government's Contracting Officer.
7. All other terms and conditions of the Lease shall remain in force and effect.

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STANDARD FORM 2  
FEBRUARY 1965 EDITION  
GENERAL SERVICES ADMINISTRATION  
FPR (41CFR) 1D16.601

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE: APR 28 2005

LEASE #GS-11B-01833

THIS LEASE, made and entered into this date between: Oak Hills Company

Whose address is: c/o Westfield Realty, Inc.  
1000 Wilson Boulevard, Suite 700  
Arlington, VA 22209

And whose interest in the property hereinafter described is that of OWNER, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the Government.

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government a total of 5,436 Rentable Square Feet (RSF), or 4,815 BOMA Usable Square Feet (USF), of office and related space, consisting of 1,241 USF on the 2<sup>nd</sup> floor and 3,574 USF on the 10<sup>th</sup> floor at 1401 Wilson Boulevard, Arlington, VA 22209.

To be used for SUCH PURPOSES AS DETERMINED BY THE GOVERNMENT.

\*\*\*\*\*

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the FIVE YEAR FIRM term beginning with acceptance of the built-out space (see Attachment 2) and ending five years thereafter, subject to renewal rights as are hereinafter set forth.

\*\*\*\*\*

3. The Government shall pay the lessor an annual rent of \$128,753.10 at the rate of \$10,729.43 per month in arrears. This represents \$26.74/USF or \$23.685265/RSF. Rent for a lesser period shall be prorated. Operating expense and tax adjustments shall be added or subtracted from this amount as per the Solicitation for Offers.

\*\*\*\*\*

4. Rent shall be made payable to:

Westfield Realty Incorporated  
1000 Wilson Boulevard, Suite 700  
Arlington, VA 22209

\*\*\*\*\*

5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:

One FIVE-YEAR TERM at an annual rental rate of \$157,643.10 at the rate of \$13,136.93 monthly in arrears. This represents \$32.74/USF or \$28.999834/RSF. To such rate shall be added operating cost adjustments from the original term, and such adjustments shall continue to be made during the option term. Base year taxes shall remain in effect and tax adjustments shall continue. The renewal option shall become effective provided notice is given in writing to the lessor at least 180 days before the end of the original lease term; said notice shall commence with the day after the date of mailing. Other terms of the lease shall remain the same during the renewal term.

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6. The lessor shall furnish to the Government, as part of the rental consideration:

- a) all services, improvements, alterations and utilities defined by this lease, except that no tenant improvement allowance is initially included,
- b) Government percentage of occupancy of 2.9 (5,436 RSF ÷ 188,288 RSF) for the purpose of calculating real estate tax adjustments, and
- c) base year operating costs of (b) (4) for the purposes of operating cost adjustments.

\*\*\*\*\*

LESSOR

GOVT

EXCEPTION TO SF2 APPROVED GSA/IRMS 12D89



7. The Government shall be entitled to an immediate rent credit of .9 month's rent, or \$9,656.49.
8. Provision of the following before acceptance of the built-out space:
- a) Repair of the stair shaft wall penetrations at the 10<sup>th</sup> floor on the interior side of Stair B,
  - b) Improved sprinkler coverage in the 9<sup>th</sup> floor janitor's closet, and in the B Level mechanical room,
  - c) Removal of the debris and repair of the interior side of the stair in Stair D - Level D,
  - d) Adjustment or replacement of the door in Stair B - 3<sup>rd</sup> Floor so that it closes and latches, and
  - e) Until the 6<sup>th</sup>, 7<sup>th</sup> and 8<sup>th</sup> floors are remodeled, removal of the utilities from the exit stair enclosures that are not related to fire protection service or heating or lighting, **OR** installation of a 2-hour separation between the utilities and the exit enclosures, **OR** installation of automatic sprinklers on these landings.
8. Any tenant improvement allowance subsequently agreed to by the parties shall be amortized monthly over the remaining term of the lease at 8% per annum for the first \$20 per USF and 9% for any remaining amount, and shall be added to the annual rent specified in paragraph 3 or 5. Notwithstanding any language in the SFO to the contrary, the Government shall not require the lessor to amortize more than \$38.30/USF in tenant improvements under this lease.
9. The lessor shall not be liable for a commission to a broker of the Government, for either the firm or option term.
10. The HVAC overtime rate shall be \$30.00 per hour. A minimum of four hours is chargeable for weekend usage.
11. The following are attached and made a part hereof:
- a) Solicitation for Offers #04-035, 38 pages
  - b) Attachment #1, Rate Structure, 1 page
  - c) Attachment #2, 1 page
  - d) Attachment #3, 2 pages
  - e) Attachment #4, 16 pages
  - f) Amendment #1 to SFO, 3 pages
  - g) GSA Form 1217, Lessor's Cost Statement, 1 page
  - h) GSA Form 3517, General Clauses, 28 pages
  - i) GSA Form 3518, Representations and Certifications, 4 pages
  - j) floor plans of leased area, 2 pages
12. For tenant improvements carried out by the lessor but paid for by the Government the lessor shall be entitled to an overhead and profit amount for the lessor and the general contractor of 20% plus \$2.82/USF for architectural fees.

\*\*\*\*\*

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: Oak Hills Company

BY (b) (6)  
PRINTED NAME & TITLE Timothy Helmig, Dir. Of Leasing  
IN PRESENCE OF (b) (6)

BY Authorized Agent  
PRINTED NAME & TITLE 1000 Wilson Blvd, #700  
ADDRESS Arlington, VA 22209

UNITED STATES OF AMERICA

BY (b) (6) CONTRACTING OFFICER, GSA, NCR

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	SUPPLEMENTAL AGREEMENT	DATE
SUPPLEMENTAL LEASE AGREEMENT	No. 8	OCT 30 2009

TO LEASE NUMBER: GS-11B-01814	Page 1 of 2
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Address of Premises: 1501 Wilson Boulevard  
Arlington, VA 22209

THIS AGREEMENT, made and entered into this date by and between: Art Property Associates, LLC

Whose address is: c/o Monday Properties  
230 Park Avenue, Suite 500  
New York, NY 10169  
Attn: Theresa Piscitelli

Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government.

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended upon execution by the Government as follows:

1. Extended Term. This SLA is issued to extend the term of this Lease for a period of five (5) years from April 5, 2011 through April 4, 2016 (the "Extended Term"). The Government may terminate this Lease, effective as of April 4, 2015 by providing written notice to the Lessor no later than April 4, 2014, and no rent shall accrue after the effective date of termination so long as the Government vacates the entire Premises (defined below) on or before such effective date. Said notice shall be computed from the date of mailing. The Government shall have no renewal rights and no termination rights except as set forth in the GSA Form 3517B included in the Lease.

2. Rent and Additional Rent during Extended Term. The premises consists of 2,605 BOMA rentable square feet (BRSF) (2,246 BOMA Office Area (BOASF)) of office space (the "Premises") on a portion of the 12th floor of the building. Effective as of April 5, 2011, the annual rent shall be \$98,990.00 (2,605 BRSF x \$38.00 per BRSF) plus all accrued operating expense adjustments and real estate tax adjustments over the original base amounts calculated in accordance with the Lease, payable at the rate of \$8,249.17 per month, in arrears. During the Extended Term, operating expense adjustments, real estate tax adjustments, and any other additional rent or additional charges, if any, shall continue to be made in accordance with the terms of the Lease with no change to the base amounts or base years.

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IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: Art Property Associates, LLC

BY: (b) (6)  
Anthony Westreich

\_\_\_\_\_  
President  
(Title)

IN THE PRESENCE OF (witnessed by):

(b) (6)  
\_\_\_\_\_  
(Signature)

230 Park Ave Suite 500, NY, NY 10169  
(Address)



UNITED STATES OF AMERICA

BY: (b) (6)  
\_\_\_\_\_  
C Hairston

\_\_\_\_\_  
Contracting Officer, GSA, NCR, (WP4PRDL)  
(Official Title)

3. Condition of Premises. The Government shall accept and continue to occupy the Premises in their "as-existing" condition and the Lessor shall have no obligation whatsoever to make any structural or other improvements in or to any part of the Premises or the building in the preparation for the Government's occupancy during the Extended Term, except that the acceptance of the Premises "as-existing" shall not relieve the Lessor from future alterations, repairs, maintenance, replacements or other obligations set forth in the SFO which shall be performed in accordance with the standards set forth in the SFO and result in the continued quality and function of the Premises at or above their levels as of the date of this SLA. Lessor represents that, to Lessor's knowledge, the Premises are in good repair and tenantable condition as of the date hereof.
4. Commission Studley, Inc. is the authorized real estate broker representing GSA in connection with this lease amendment transaction. The Lessor has agreed to pay to Studley, Inc. a cooperating lease commission of (b) (4) [REDACTED]. The Lessor agrees to pay Studley, Inc., 555 13<sup>th</sup> Street, N.W., Suite 420 East, Washington, DC 20004, the commission in the lump sum amount of (b) (4) [REDACTED] which shall be due to Studley, Inc. upon execution and delivery of this SLA by the Government and payable not later than thirty (30) days after receipt of an invoice from Studley, Inc.
5. Rent Abatement. As part of the overall transaction, the Lessor has agreed to provide the Government with free rent in the amount of \$4,078.39 which shall be paid as free rent during the first full month of the Extended Term.
6. Payment Obligation. This document will not constitute a payment obligation until the date of execution by the United States. As a result, even though payments will be made retroactively, no monies whatsoever are due under this agreement until thirty days after the date of execution by the Government's Contracting Officer.
7. All other terms and conditions of the Lease shall remain in force and effect.

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Lessor \_\_\_\_\_ Gov \_\_\_\_\_  
  


STANDARD FORM 2  
FEBRUARY 1965 EDITION  
GENERAL SERVICES ADMINISTRATION  
(FPR 41 CFR) 1D16.601

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE

APR 14 2005

LEASE # GS-11B-01814

THIS LEASE, made and entered into this date between ART ASSOCIATES

Whose address is: c/o Westfield Realty, Inc.  
1000 Wilson Boulevard, Suite 700  
Arlington, VA 22209

And whose interest in the property hereinafter described is that of LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the Government.

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 2,605 Boma Rentable Square Feet (RSF) [equivalent to 2,246 Ansi Boma Office Area Square Feet (BOASF)] being a portion of the 12th floor (suite 1225) in the office building located at 1501 Wilson Boulevard, Arlington VA 22209 to be used for OFFICE AND SUCH RELATED PURPOSES AS DETERMINED BY THE GOVERNMENT (See Exhibit A - Floor plan of leased premises).

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the FIVE (5) YEAR FIRM term beginning on the commencement date determined in accordance with section 2.13 "Construction Schedule of Tenant Improvements" of the SFO.

3. The Government shall pay the Lessor an annual rent of \$57,789.58 (\$22.18 /RSF and \$25.73/BOASF) at the rate of \$4,815.80 per month in arrears. Rent for a lesser period shall be prorated. The annual rent includes an operating cost base of (b) (4) and base year real estate taxes. Notwithstanding the foregoing, payment by the Government of the first nine-tenths (.9) of the first year's rent, which is equal to \$4,334.22 shall be abated entirely, in accordance with section 6.c herein. Payment of CPI increases in operating cost and adjustments for real estate taxes shall be made by the Government in accordance with the SFO # 03-018. Rent checks shall be made payable to: Westfield Realty Inc., 1000 Wilson Boulevard, Suite 700, Arlington, VA. 22209.

The Government's percentage of occupancy for real estate tax purposes shall be 2.13% based on 2,605 RSF/122,128 RSF.

4. ~~The Government may terminate this lease at any time by giving at least \_\_\_\_\_ day's notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after day the date of mailing.~~

5. The Government shall have the right to one (1) renewal option for a five (5) year term at an annual rental rate of \$71,265.58 (\$27.35723/RSF and \$31.73/BOASF), at the rate of \$5,938.80 per month in arrears, plus cumulative operating expense adjustments from the initial lease term. Such rate is inclusive of the original operating cost base year and base year real estate taxes. Rent shall continue to be adjusted for operating cost escalations as provided in SFO 03-018 section 2.4. The Government shall continue to make an annual lump sum adjustment for change in real estate taxes as provided in SFO section 2.2. The renewal option shall become effective provided notice be given in writing to the Lessor at least 180 days before the end of the original lease term. All other terms and conditions of this lease shall remain the same during the renewal term. Said notice shall be computed commencing with the day after the date of mailing.

LESSOR

GOVT

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following: EXCEPT AS SET FORTH BELOW OR ELSEWHERE IN THIS LEASE, ALL SERVICES, IMPROVEMENTS, ALTERATIONS, REPAIRS, AND UTILITIES AS DEFINED BY THIS LEASE. THIS LEASE IS FULL SERVICE.
- a) FIRE & LIFE SAFETY: As a condition of lease commencement, within 90 days after execution of this lease, Lessor shall correct all deficiencies and comply with all recommendations and findings of the attachment #4, Fire Protection & Life Safety Evaluation report prepared by a Certified Fire Protection Engineer, as well as the recommendations and findings of the GSA Fire Protection Engineering Section's review of the report.
  - b) TENANT IMPROVEMENTS: The Government's rent does not include an amortized Tenant Improvement Allowance. All cost for tenant improvements will be paid by the Government via lump sum payment.
  - c) Pursuant to paragraph 1.11 "Brokerage Commission" in lieu of a commission to the Government's broker the Government shall be entitled to and immediate rent credit of .9 month's rent, which equals \$4,334.22.
  - d) Pursuant to paragraph 6.2 & 6.3 of the SFO: Utilities and maintenance will be provided daily, extending from 7:00 am to 7:00 pm, Monday through Friday and 8:00 am to 4:00pm on Saturday excluding Sundays and federal holidays. The rate for overtime HVAC service to the premises governed by this lease shall be \$30.00 per hour, beyond Normal Hour Schedule, for a minimum of 4 (four) hours which includes engineering fees on Sundays and Holidays. These rates shall escalate in a manner consistent with the Operating Cost Escalation, in paragraph's (2.4 & 2.5) of the SFO.
  - e) If the Lessor initiates a successful tax appeal, any tax reduction due to the government will be net of the Government's percentage of occupancy share of the Lessor's reasonable and actual out-of-pocket costs of the appeal for the period of time appealed (not to exceed 25%) of any one-year appealed assessment.
7. The following are attached and made a part hereof:
- 1) SOLICITATION FOR OFFERS (SFO) #03-018, 35 PAGES
  - 2) AMENDMENT #1 TO SFO #03-018, 2 PAGES
  - 3) ATTACHMENT #1 TO THE SFO, RATE STRUCTURE, 1 PAGE
  - 4) ATTACHMENT #2 TO THE SFO, CONSTRUCTION SCHEDULE, 1 PAGE
  - 5) ATTACHMENT #3 TO THE SFO, SCOPE OF WORK, 2 PAGES
  - 6) ATTACHMENT #4 TO THE SFO, FIRE SAFETY, 8 PAGES.
  - 7) GSA FORM 1217, LESSOR'S ANNUAL COST STATEMENT, 1 PAGE
  - 8) GSA FORM 1364 & THE ATTACHMENT, 2 PAGES
  - 9) GSA FORM 3517, GENERAL CLAUSES, 26 PAGES
  - 10) GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS, 4 PAGES
  - 11) FLOORPLAN "EXHIBIT A" 1 PAGE
  - 12) FIRE & LIFE SAFETY RIDER, 1 PAGE

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR:	Art Associates (b) (6)	BY	Authorized Agent
	By: Timothy Helwig, Director of Leasing (b) (6)		Title
IN PRESENCE OF	(b) (6)		1000 Wilson Blvd. Suite 700 Arlington VA 22209
	Name: 1		Address
UNITED STATES OF AMERICA			
BY	(b) (6)	TITLE	CONTRACTING OFFICER, GSA, NCR,

STANDARD FORM 2  
FEBRUARY 1965 EDITION  
GENERAL SERVICES  
ADMINISTRATION  
FPR (41CFR) 101-11.601

## U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE: APR 22 1993

LEASE # GS-11B-30114 "NEG"

THIS LEASE, made and entered into this date between Art Associates

whose address is: 1000 Wilson Boulevard  
Arlington, Virginia 22209

and whose interest in the property hereinafter described is that of OWNER, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the Government.

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

as identified on the attached floor plans  
A total of 34,270 net usable square foot (nust) of office and related space located on the entire fourth, fifth, sixth, and 3,451 on the seventh floor, as well as fifteen (15) reserved parking spaces for Official Government Vehicles; four (4) of which will be designated "For Official Use Only", in the building known as, and located at, 1515 Wilson Boulevard, Arlington, Virginia.

to be used for SUCH PURPOSES AS DETERMINED BY THE GOVERNMENT.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the Ten year firm term beginning on (see SFO 91-165) through (see SFO 91-165), subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$862,806.00 at the rate of \$55,217.17 per MONTH in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to: Art Associates

- ~~4. The Government may terminate this lease at any time by giving at least # DAYS NOTICE HERE days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.~~

5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals: One Ten Year Term at an annual rental of \$790,266.20 at \$65,855.52 per month in arrears provided notice be given in writing to the Lessor at least 180 days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

6. The Lessor shall furnish to the Government as part of the rental consideration, the following:

A) If the Government elects to make a lump sum payment for the special requirements then the cost of the requirements is \$134,180.95 as they are defined in the special requirements section of SFO #91-165.

B) Building operation, maintenance, cleaning, and utility services and repairs in accordance with SFO #91-165 as amended.

C) The required improvements and buildout of the space in accordance with Section 8.15 (attachment) entitled "Design and Construction Schedule."

D) All fire safety deficiencies, as defined on Rider I, need to be corrected prior to occupancy.

E) All building deficiencies, as defined on Rider II, need to be corrected prior to occupancy.

F) The overtime rate is established at \$8.14 per hour

7. The following are attached and made a part hereof:

A. SFO #91-165 (dated November 1991 pages 1-36)

B. GSA Form 3517 (dated 1/91, 24 pages)

C. GSA Form 3518 (dated 1/91, 8 pages)

D. GSA Form 1217

E. Design and Construction Schedule

F. Rider I Fire Safety Deficiencies

G. Rider II Building Deficiencies

H. Above Standard SFO Requirements

I. Exhibit A Floor Plans

8. The following changes were made in this lease prior to its execution:

Paragraph Four (4) has been deleted in its entirety

WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR Art Associates

(b) (6)

BY...

STANLEY WESTREICH, PARTNER

3/22/13

BY

IN PRESENCE OF:

ADDRESS:

(b) (6)

1000 WILSON BOULEVARD, SUITE #800

ARLINGTON, VA 22209

UNITED STATES OF AMERICA

(b) (6)

BY

CONTRACTING OFFICER

CONTRACTING OFFICER, GSA, NCR, OPR, RED



GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	SUPPLEMENTAL AGREEMENT No. 32	DATE NOV - 4 2009
SUPPLEMENTAL LEASE AGREEMENT		TO LEASE NUMBER: GS-11B-30114
Address of Premises: 1515 Wilson Boulevard Arlington, VA 22209		Page 1 of 2

**THIS AGREEMENT, made and entered into this date by and between: Art Property Associates, LLC**

**Whose address is:** c/o Monday Properties  
230 Park Avenue, Suite 500  
New York, NY 10169  
Attn: Theresa Piscitelli

**Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government.**

**WHEREAS, the parties hereto desire to amend the above Lease.**

**NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended upon execution by the Government as follows:**

- Extended Term. This SLA is issued to extend the term of a portion of this Lease for a period of five (5) years from October 28, 2013 through October 27, 2018 (the "Extended Term"). The Government may terminate this Lease, effective as of October 27, 2017, by providing written notice to the Lessor no later than October 27, 2016, and no rent shall accrue after the effective date of termination so long as the Government vacates the Extended Premises (defined below) on or before such effective date. Said notice shall be computed from the date of mailing. The Government shall have no renewal rights and no termination rights except as set forth in the GSA Form 3517B included in the Lease.
- Rent and Additional Rent during Extended Term. The premises for the Extended Term shall consist of 15,783 BOMA rentable square feet (BRSF) (13,724 BOMA Office Area (BOASF)) of office space (the "Extended Premises") on the entire 4th floor and a portion of the 7th floor of the building. The remainder of the office space on the 5th and 6th floors (the "Original Premises", together with the Extended Premises, the "Entire Premises") shall terminate on October 27, 2013 in accordance with SLA 19 of this Lease. The operating expense base and real estate tax base shall be reduced on a pro rata basis to account for the Government's reduced percentage of occupancy after the expiration of the Original Premises term. Effective as of October 28, 2013, the annual rent for the Extended Premises shall be \$599,754.00 (15,783 BRSF x \$38.00 per BRSF) plus a pro rata share based on the Government's reduced percentage of occupancy (after the expiration of the

(continued on next page)

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: Art Property Associates, LLC

BY: (b) (6) \_\_\_\_\_ President  
Anthony Westreich (Title)

IN THE PRESENCE OF (witnessed by):  
(b) (6) \_\_\_\_\_ 230 Park Ave - Suite 500, NY, NY 10169  
(Signature) (Address)

UNITED STATES OF AMERICA

BY: (b) (6) \_\_\_\_\_ Contracting Officer, GSA, NCR, (WP4PRDL)  
TC Hairston (Official Title)

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDING SERVICE  
NATIONAL CAPITAL REGION

Page 2 of 2

Original Premises term) of all accrued operating expense adjustments and real estate tax adjustments over the original base amounts calculated in accordance with the Lease, payable at the rate of \$49,979.50 per month, in arrears. During the Extended Term, operating expense adjustments, real estate tax adjustments, and any other additional rent or additional charges, if any, shall continue to be made in accordance with the terms of the Lease with no change to the base amounts or base years, except as necessary to account for the Government's reduced percentage of occupancy (after the expiration of the Original Premises term).

3. Condition of Premises: The Government shall accept and continue to occupy the Extended Premises in their "as-existing" condition and the Lessor shall have no obligation whatsoever to make any structural or other improvements in or to any part of the Extended Premises or the building in the preparation for the Government's occupancy during the Extended Term, except that the acceptance of the Extended Premises "as-existing" shall not relieve the Lessor from future alterations, repairs, maintenance, replacements or other obligations set forth in the SFO which shall be performed in accordance with the standards set forth in the SFO and result in the continued quality and function of the Extended Premises at or above their levels as of the date of this SLA. Lessor represents that, to Lessor's knowledge the Extended Premises are in good repair and tenantable condition as of the date hereof.

4. Commission. Studley, Inc. is the authorized real estate broker representing GSA in connection with this lease amendment transaction. The Lessor has agreed to pay to Studley, Inc. a cooperating lease commission of (b) (4). The Lessor agrees to pay Studley, Inc., 555 13<sup>th</sup> Street, N.W., Suite 420 East, Washington, DC 20004, the commission in the lump sum amount of (b) (4) which shall be due to Studley, Inc. upon execution and delivery of this SLA by the Government and payable not later than thirty (30) days after receipt of an invoice from Studley, Inc.

5. Rent Abatement. As part of the overall transaction, the Lessor has agreed to provide the Government with free rent in the amount of \$24,709.86 which shall be paid as free rent during the first full month of the Extended Term.

6. Payment Obligation. This document will not constitute a payment obligation until the date of execution by the United States. As a result, even though payments will be made retroactively, no monies whatsoever are due under this agreement until thirty days after the date of execution by the Government's Contracting Officer.

7. All other terms and conditions of the Lease shall remain in force and effect.

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US GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE:

JUN - 4 2009

LEASE NO. GS-11B-01991

THIS LEASE, made and entered into this date by and between 1101 Wilson Owner, LLC

whose address is: c/o Monday Properties  
230 Park Avenue, Suite 500  
New York, NY 10169  
Attn: Theresa Piscitelli

and whose interest in the property hereinafter described is that of LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the Government.

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows

1. The Lessor hereby leases to the Government the following described premises:

A total of 4,029 BOMA rentable square feet (BRSF) [equivalent to 3,386 BOMA Office Area Square Feet (BOASF)] of office and related space, located on the 12th floor at 1101 Wilson Boulevard, Arlington, Virginia 22209 to be used for OFFICE AND SUCH RELATED PURPOSES AS DETERMINED BY THE GOVERNMENT (See Exhibit B - Floor plan of leased premises).

2. TO HAVE AND TO HOLD the said premises with their appurtenances for a FIVE (5) YEAR SUCCEEDING LEASE Term beginning on October 5, 2006, through October 4, 2011, subject to termination rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$153,102.00 (\$38.00/BRSF or \$45.216/BOASF) and \$12,758.50 per month in arrears. The annual rental rate includes an operating cost base of (b) (4) and base year real estate taxes. Payment of CPI increases in operating cost and adjustments for real estate taxes shall be made by the Government in accordance with SFO # 07-025. Rent checks shall be made payable to 1101 Wilson Owner, LLC, whose address is:

c/o Monday Properties  
230 Park Avenue, Suite 500  
New York, NY 10169  
Attn: Theresa Piscitelli

The Government's percentage of occupancy is established as 1.2% based on 4,029 BRSF / 324,664 BRSF.

4. a) The Government shall have a one-time right to terminate this lease, in whole, on or after October 5, 2010, by giving the Lessor at least 365 days notice (no later than October 5, 2009). The Government shall notify the Lessor by registered or certified mail, return receipt requested, or by Federal Express or any other nationally recognized overnight delivery service, addressed to Landlord at its Management Office at:

1101 Wilson Owner, LLC,  
c/o Monday Properties,  
1000 Wilson Boulevard, Suite 700,  
Arlington, Virginia, 22209  
Attn: Timothy Helmig

or at such other address as Landlord shall designate by written notice to the Government. No rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the day of mailing.

- b) In accordance with SFO Paragraph 3.15 (Adjustment for Vacant Premises), the rate for adjustment for heating and air conditioning and other operating expenses which can be avoided if the Government vacates 50% or more of the leased space shall be \$1.00 per BOMA office area square foot

5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:  
(Intentionally Deleted)

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following: EXCEPT AS SET FORTH BELOW OR ELSEWHERE IN THIS LEASE, ALL SERVICES, IMPROVEMENTS, ALTERATIONS, REPAIRS, AND UTILITIES AS DEFINED BY THIS LEASE. THIS SHALL BE A FULL SERVICE LEASE.

- a). FIRE & LIFE SAFETY: within 180 days of execution of this lease, the Lessor shall correct all deficiencies and comply with all recommendations and findings of attachment #4, Fire Protection & Life Safety Evaluation report prepared by a Certified Fire Protection Engineer, as well as the recommendations and findings of the GSA Fire Protection Engineering Section's review of the report
- b). TENANT IMPROVEMENTS: The annual rental rate recited in Paragraph 3 does not include the cost of amortization of tenant improvements. The Government accepts the demised premises area "As Existing" condition with the exception that the Lessor shall ensure that the space meets and complies with all ABAAS standards according to the SFO.
- c). Pursuant to SFO paragraph 1.11 "Building Shell Requirements" of the SFO, it is agreed that the Government's acceptance of such items "as existing" does not relieve the Lessor from obligation in the Lease for future alterations, maintenance, repairs, replacements and/or other improvements, and all such future alterations, repairs, replacements and/or other improvements shall be performed in compliance with the standards set forth in the SFO and shall result in the quality and function of the premises no less than the quality and function indicated in the SFO.
- d). Pursuant to SFO paragraphs 7.1, 7.2, & 7.3, utilities and maintenance will be provided daily, extending from 7:00 am to 6:00 pm, Monday through Friday and 9:00 am to 1:00 pm on Saturday, excluding Sunday and federal holidays. Any additional overtime hours requested beyond the stated normal hours of operation shall be subject to the HVAC Overtime rate which shall be \$45.00 per hour, such rate to be adjusted from time to time. The minimum hour for weekend usage is 4 hours. Any adjustment to the HVAC Overtime adjustment rate shall be memorialized through mutual execution of a Supplemental Lease Agreement.
- e). Daytime cleaning: Lessor shall perform all janitorial work in the Government's space between 8:30 am and 4:30 pm, Monday through Friday. The Lessor will provide daytime cleaning at a rate of \$0.80/BRSF (equivalent to \$0.952/BOASF) above the building's pro rata cleaning cost. This additional cost of daytime cleaning services shall be paid for by the Government through a lump sum payment.
- f). The Government already occupies the premises under lease GS-11B-00183 that expired on October 4, 2006.
- g). Pursuant to SFO paragraph 9.31 "Shatter-resistant Window Protection Requirement", the Lessor shall provide shatter-resistant window protection in Government-occupied space at no additional cost to the Government.
- h). Lease Number GS-11B-00183 has expired by its terms and the referenced premises is the subject of this separate, subsequent Lease between the parties. Neither party waives its rights to bring any claims or suits with respect to Lease No. GS-11B-00183, nor to pursue any outstanding claims or amounts which may be known or unknown at the time of execution of this Lease.
- i). To the extent the existing condition of the finished ceiling (including, without limitation, height, tiles, and lighting fixtures) in the Premises may not meet the SFO specifications, the Government agrees to accept the existing condition as a suitable alternative to the stipulated requirement, provided, however, that Lessor shall continue to perform all maintenance and repair obligations to the same as set forth in the SFO.

7. The following are attached and made a part hereof:

- 1) SOLICITATION FOR OFFERS (SFO) #07-025, 48 PAGES
- 2) RIDER #1, 1 PAGE
- 3) RIDER #2, 1 PAGE
- 4) RIDER #3, 1 PAGE
- 5) ATTACHMENT #1 TO THE SFO, RATE STRUCTURE, 1 PAGE
- 6) ATTACHMENT #2 TO THE SFO, CONSTRUCTION SCHEDULE, 1 PAGE
- 7) ATTACHMENT #3 TO THE SFO, SCOPE OF WORK FOR DID'S & CONSTRUCTION SCHEDULE TASK, 2 PAGES
- 8) ATTACHMENT #4 TO THE SFO, FIRE PROTECTION & LIFE SAFETY EVALUATION, 14 PAGES
- 9) GSA FORM 1364 PROPOSAL TO LEASE SPACE, 2 PAGES
- 10) GSA FORM 1217 LESSORS ANNUAL COST ESTIMATE, 1 PAGE
- 11) GSA FORM 3516 SOLICITATION PROVISION, 1 PAGE
- 12) GSA FORM 3517B GENERAL CLAUSES, 28 PAGES
- 13) GSA FORM 3518 REPRESENTATIONS AND CERTIFICATIONS, 4 PAGES
- 14) FLOOR PLAN "EXHIBIT A", 1101 WILSON BOULEVARD, PUBLIC LOBBIES, 2 PAGES
- 15) FLOOR PLAN "EXHIBIT B", 1101 WILSON BOULEVARD, 12TH FLOOR PLAN, 2 PAGES

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: 1101 Wilson Owner, LLC

(b) (6)

BY

(Signature)

President & CEO  
(Title)

IN THE PRESENCE OF:

BY

(b) (6)

Name

230 Park Avenue - Suite 500  
(Address) NY, NY 10169

UNITED STATES OF AMERICA

(b) (6)

BY

(Signature)

CONTRACTING OFFICER, GSA, NCR, WPD  
(Official title)

STANDARD FORM 2  
FEBRUARY 1965 EDITION

EXCEPTION TO SF2 APPROVED  
REVISED 11/19/2007

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE  SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT  No. 3	DATE  NOV - 4 2009
		TO LEASE NUMBER: GS-11B-01991
Address of Premises: 1101 Wilson Boulevard Arlington, VA 22209		
THIS AGREEMENT, made and entered into this date by and between: 1101 Wilson Owner, LLC		
Whose address is: c/o Monday Properties 230 Park Avenue, Suite 500 New York, NY 10169 Attn: Theresa Piscitelli		
Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government.		
WHEREAS, the parties hereto desire to amend the above Lease.		
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended upon execution by the Government as follows:		
<p>1. <u>Extended Term.</u> This SLA is issued to extend the term of this Lease for a period of five (5) years from October 5, 2011 through October 4, 2016 (the "Extended Term"). The Government may terminate this Lease, effective as of October 4, 2015 by providing written notice to the Lessor no later than October 4, 2014, and no rent shall accrue after the effective date of termination so long as the Government vacates the entire Premises (defined below) on or before such effective date. Said notice shall be computed from the date of mailing. The Government shall have no renewal rights and no termination rights except as set forth in the GSA Form 3517B Included in the Lease.</p> <p>2. <u>Rent and Additional Rent during Extended Term.</u> The premises consists of 4,029 BOMA rentable square feet (BRSF) (3,386 BOMA Office Area (BOASF)) of office space (the "Premises") on a portion of the 12th floor of the building. Effective as of October 5, 2011, the annual rent shall be \$169,218.00 (4,029 BRSF x \$42.00 per BRSF) plus all accrued operating expense adjustments and real estate tax adjustments over the original base amounts calculated in accordance with the Lease, payable at the rate of \$14,101.50 per month, in arrears. During the Extended Term, operating expense adjustments, real estate tax adjustments, and any other additional rent or additional charges, if any, shall continue to be made in accordance with the terms of the Lease with no change to the base amounts or base years.</p> <p style="text-align: center;">(continued on next page)</p>		
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.		
LESSOR: 1101 Wilson Owner, LLC BY: <u>(b) (6)</u> _____ President estreich (Title) IN THE PRESENCE OF (witnessed by): <u>(b) (6)</u> _____ 230 Park Ave, Suite 500, NY, NY 10169 (Signature) (Address)		
UNITED STATES OF AMERICA BY: <u>(b) (6)</u> _____ Contracting Officer, GSA, NCR, (WP4PRDL) TC Hairston (Official Title)		



3. Condition of Premises. The Government shall accept and continue to occupy the Premises in their "as-existing" condition and the Lessor shall have no obligation whatsoever to make any structural or other improvements in or to any part of the Premises or the building in the preparation for the Government's occupancy during the Extended Term, except that the acceptance of the Premises "as-existing" shall not relieve the Lessor from future alterations, repairs, maintenance, replacements or other obligations set forth in the SFO which shall be performed in accordance with the standards set forth in the SFO and result in the continued quality and function of the Premises at or above their levels as of the date of this SLA. Lessor represents that, to Lessor's knowledge, the Premises are in good repair and tenantable condition as of the date hereof.
4. Commission. Studley, Inc. is the authorized real estate broker representing GSA in connection with this lease amendment transaction. The Lessor has agreed to pay to Studley, Inc. a cooperating lease commission of (b) (4). The Lessor agrees to pay Studley, Inc., 555 13<sup>th</sup> Street, N.W., Suite 420 East, Washington, DC 20004, the commission in the lump sum amount of (b) (4) which shall be due to Studley, Inc. upon execution and delivery of this SLA by the Government and payable not later than thirty (30) days after receipt of an invoice from Studley, Inc.
5. Rent Abatement. As part of the overall transaction, the Lessor has agreed to provide the Government with free rent in the amount of \$6,971.78 which shall be paid as free rent during the first full month of the Extended Term.
6. Lessor's Relocation Right. Pursuant to (a) the Government's termination right set forth in Lease No. GS-11B-00191 at 1400 Key Boulevard, Arlington, VA 22209, and (b) the Government's termination right set forth in Lease No. GS-11B-00202 at 1401 Wilson Boulevard, Arlington, VA 22209 (the "Government's Related Lease Termination Rights"), if the Government exercises either of the Government's Related Lease Termination Rights, the Lessor shall have the right (the "Lessor's Relocation Right") to relocate the Government under this Lease (i.e., GS-11B-01991) to either of the premises vacated by the Government's exercise of the Government's Related Lease Termination Rights and to terminate this Lease as of the date of such relocation. Such relocation shall be exercised in the Lessor's sole discretion upon not less than 180 days prior written notice to the Government. If the Lessor exercises the Lessor's Relocation Right, the Lessor will effect such relocation pursuant to the terms of Lease No. GS-11B-00191 or Lease No. GS-11B-00202, as applicable. The Government shall be provided "like for like" space at the relocation premises. In the event of such a move, the Government's percentage of occupancy, square footage, and base amounts for operating expense adjustments and real estate tax adjustments may change. If applicable, such changes shall be memorialized in a Supplemental Lease Agreement. If such relocation results in an assignment of this Lease (rather than a termination), the Government shall recognize such assignment and execute a Novation Agreement. The Government shall surrender the Premises in "broom clean" condition and otherwise in accordance with the terms and conditions of the Lease.
7. Payment Obligation. This document will not constitute a payment obligation until the date of execution by the United States. As a result, even though payments will be made retroactively, no monies whatsoever are due under this agreement until thirty days after the date of execution by the Government's Contracting Officer.
8. All other terms and conditions of the Lease shall remain in force and effect.

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Lessor  Gov 



GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE  SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT  No. 8	DATE OCT 30 2009
TO LEASE NUMBER: GS-11B-01807		Page 1 of 2
Address of Premises: 1101 Wilson Boulevard Arlington, VA 22209		
THIS AGREEMENT, made and entered into this date by and between: 1101 Wilson Owner, LLC		
Whose address is: c/o Monday Properties 230 Park Avenue, Suite 500 New York, NY 10169 Attn: Theresa Piscitelli		
Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government.		
WHEREAS, the parties hereto desire to amend the above Lease.		
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended upon execution by the Government as follows:		
<p>1. <u>Extended Term</u>. This SLA is issued to extend the term of this Lease for a period of five (5) years from May 31, 2011 through May 30, 2016 (the "Extended Term"). The Government may terminate this Lease, effective as of May 30, 2015, by providing written notice to the Lessor no later than May 30, 2014, and no rent shall accrue after the effective date of termination so long as the Government vacates the entire Premises (defined below) on or before such effective date. Said notice shall be computed from the date of mailing. The Government shall have no renewal rights and no termination rights except as set forth in the GSA Form 3517B included in the Lease.</p> <p>2. <u>Rent and Additional Rent during Extended Term</u>. The premises consists of 12,093 BOMA rentable square feet (BRSF) (11,307 BOMA Office Area (BOASF)) of office space (the "Premises") on portions of the 8th floor of the building. Effective as of May 31, 2011, the annual rent shall be \$507,906.00 (12,093 BRSF x \$42.00 per BRSF) plus all accrued operating expense adjustments and real estate tax adjustments over the original base amounts calculated in accordance with the Lease, payable at the rate of \$42,325.50 per month, in arrears. During the Extended Term, operating expense adjustments, real estate tax adjustments, and any other additional rent or additional charges, if any, shall continue to be made in accordance with the terms of the Lease with no change to the base amounts or base years.</p> <p style="text-align: center;">(continued on next page)</p>		
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.		
LESSOR: 1101 Wilson Owner, LLC BY: <u>(b) (6)</u> _____ President Anthony Westreich (Title) IN THE PRESENCE OF/(witnessed by): <u>(b) (6)</u> _____ 230 Park Ave Suite 500, NY, NY 10169 (Signature) (Address)		
UNITED STATES OF AMERICA BY: <u>(b) (6)</u> _____ Contracting Officer, GSA, NCR, (WP4PRDL) J.C. Hairston (Official Title)		

3. Condition of Premises. The Government shall accept and continue to occupy the Premises in their "as-existing" condition and the Lessor shall have no obligation whatsoever to make any structural or other improvements in or to any part of the Premises or the building in the preparation for the Government's occupancy during the Extended Term, except that the acceptance of the Premises "as-existing" shall not relieve the Lessor from future alterations, repairs, maintenance, replacements or other obligations set forth in the SFO which shall be performed in accordance with the standards set forth in the SFO and result in the continued quality and function of the Premises at or above their levels as of the date of this SLA. Lessor represents that, to Lessor's knowledge, the Premises are in good repair and tenantable condition as of the date hereof.
4. Commission. Studley, Inc. is the authorized real estate broker representing GSA in connection with this lease amendment transaction. The Lessor has agreed to pay to Studley, Inc. a cooperating lease commission of \$19,706.75. The Lessor agrees to pay Studley, Inc., 555 13<sup>th</sup> Street, N.W., Suite 420 East, Washington, DC 20004, the commission in the lump sum amount of \$19,706.75, which shall be due to Studley, Inc. upon execution and delivery of this SLA by the Government and payable not later than thirty (30) days after receipt of an invoice from Studley, Inc.
5. Rent Abatement. As part of the overall transaction, the Lessor has agreed to provide the Government with free rent in the amount of \$20,925.73 which shall be paid as free rent during the first full month of the Extended Term.
6. Payment Obligation. This document will not constitute a payment obligation until the date of execution by the United States. As a result, even though payments will be made retroactively, no monies whatsoever are due under this agreement until thirty days after the date of execution by the Government's Contracting Officer.
7. All other terms and conditions of the Lease shall remain in force and effect.

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STANDARD FORM 2  
FEBRUARY 1965 EDITION  
GENERAL SERVICES ADMINISTRATION  
FPR (41CFR) 1D16.601

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE:

FEB 24 2005

LEASE #GS-11B-01807

THIS LEASE, made and entered into this date between: 1101 Associates

Whose address is: c/o Westfield Realty, Inc.  
1000 Wilson Boulevard, Suite 700  
Arlington, VA 22209

And whose interest in the property hereinafter described is that of OWNER, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the Government.

\*\*\*\*\*

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 12,093 rentable Square Feet (RSF) or 11,307 Usable Square Feet (BOUSF) of office and related space, being part of the 8th floor of the building known as 1101 Wilson Boulevard at 1101 Wilson Blvd, Arlington, VA 22209.

To be used for SUCH PURPOSES AS DETERMINED BY THE GOVERNMENT.

\*\*\*\*\*

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the FIVE YEAR FIRM term beginning upon Government acceptance of substantial completion of the entire leased premises, and ending five years later, subject to renewal rights as are hereinafter set forth.

\*\*\*\*\*

3. The Government shall pay the Lessor an annual rent of \$290,702.97 (\$25.71/USF or \$24.038946/RSF) at the rate of \$24,225.25 per month in arrears. Rent for a lesser period or lesser space shall be prorated.

\*\*\*\*\*

4. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:

One FIVE-YEAR TERM at an annual rental rate of \$358,092.69 (\$31.67/USF or \$29.611568/RSF), at the rate of \$29,841.06 monthly in arrears. To such rate shall be added operating cost adjustments from the original term. The renewal option shall become effective provided notice is given in writing to the Lessor at least 180 days before the end of the original lease term; said notice shall commence with the day after the date of mailing. Other terms of the lease shall remain the same during the renewal term.

\*\*\*\*\*

5. The space is to be occupied by three unrelated Government tenants, which shall occupy spaces A (3,850 USF), B (4,424 USF), and C (3,033 USF) on the attached floor plan. The Government may exercise the above option separately on the three spaces. However, the Government may not exercise the option solely on the middle space (B), nor exercise the option on A and C, but not on B.
6. No tenant improvement allowance is included in the rate in Paragraph 3 above. The Government is responsible for paying for all tenant improvements unless provided by subsequent supplemental lease agreement. The Lessor shall furnish to the Government, as part of the rental consideration:

LESSOR

GOV'T

EXCEPTION TO SF2 APPROVED GSA/IRMS 12D89

- a) Demising walls between spaces A and B and between spaces B and C.
  - b) Government percentage of occupancy of 4.3% (12,093 RSF ÷ 283,267 RSF).
  - c) Base year operating costs of \$77,113.74 (\$6.82 X 11,307 USF).
  - d) HVAC overtime rate of \$30.00 per hour. A minimum of four hours shall be charged for a weekend occurrence.
7. The Lessor shall correct penetrations in the stairs on the 15<sup>th</sup> floor (Stair A), the 10<sup>th</sup> floor (Stair A) and the plenum level (Stair B) with two-hour rated fire caulk prior to occupancy.
  8. The construction schedule mentioned in SFO Paragraph 2.13 shall apply separately for the three spaces mentioned in Paragraph 5 above; the column applying to 0K to 10K of Attachment 2 to the SFO shall apply to each space. Moreover, upon the Government's acceptance of substantial completion of the tenant improvements in any of the three spaces mentioned, the rent shall commence for that space.
  9. The Government will be allowed one set of changes to the Design Intent Drawings (DID's) for each of the user groups before Construction Drawings (CD's) are commenced. If the Government makes changes to the CD's that are inconsistent with the Government's approved DID's, the Government shall be responsible for the resultant costs and delays.
  10. In lieu of a commission to the Government's broker, the Government shall be entitled to an immediate rent credit of 1.5% of the firm term rent or .9 months rent (\$21,802.73).
  11. Notwithstanding any language in the SFO to the contrary, the Government shall not require the Lessor to amortize more than \$38.30 in tenant improvements under this lease.
  12. The following are attached and made a part hereof:
    - a) Solicitation for Offers #03-018, 35 pages
    - b) Attachment #1, 2 pages
    - c) Attachment #2, 1 page
    - d) Attachment #3, 2 pages
    - e) Attachment #4, 16 pages
    - f) GSA Form 1217, Lessor's Cost Statement, 1 page
    - g) GSA Form 3517, General Clauses, 26 pages
    - h) GSA Form 3518, Representations and Certifications, 4 pages
    - i) Floor Plan of Leased Area, 1 page
  13. In the event of tenant improvements carried out by the Lessor and paid for by the Government, the Lessor shall be entitled to a fee of up to 20% of the cost of improvements (not including items required by the SFO) for overhead and profit, general conditions, and management and coordination fees of the Lessor and General Contractor. Architectural and engineering fees for the space shall be included in this percentage.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: 1101 Associates

BY (b) (6)  
PRINTED NAME & TITLE Timothy Holm, Director of Leasing

IN PRESENCE OF (b) (6)

BY Authorized Agent  
1000 Wilson Blvd #700  
ADDRESS Arlington, VA 22209

UNITED STATES OF AMERICA

BY (b) (6) CONTRACTING OFFICER, GSA, NCR

STANDARD FORM 2  
GENERAL SERVICES  
ADMINISTRATION

US GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE:

NOV 20 2008

LEASE NO. GS-11B-01954

THIS LEASE, made and entered into this date by and between 1101 Wilson Owner, LLC

whose address is: c/o Monday Properties  
230 Park Avenue, Suite 500  
New York, NY 10169  
Attn: Theresa Piscitelli

and whose interest in the property hereinafter described is that of LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the Government.

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows

1. The Lessor hereby leases to the Government the following described premises:

A total of 20,765 BOMA rentable square feet (BRSF) [equivalent to 17,777 BOMA Office Area Square Feet (BOASF)] of office and related space, located on the entire 10th floor (consisting of 17,666 BRSF/15,124 BOASF) and a portion of the 11<sup>th</sup> floor (consisting of 3,099 BRSF/2,653 BOASF), located at 1101 Wilson Boulevard, Arlington, Virginia 22209 to be used for OFFICE AND SUCH RELATED PURPOSES AS DETERMINED BY THE GOVERNMENT (See Exhibit A - Floor plan of leased premises).

2. TO HAVE AND TO HOLD the said premises with their appurtenances for a FIVE (5) YEAR SUCCEEDING LEASE Term beginning on February 5, 2007, through February 4, 2012, subject to termination rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$789,070.00 (\$38.00/BRSF or \$44.387120437/BOASF at the rate of \$65,755.83 per month in arrears. The annual rental rate includes an operating cost base of (b) (4) and base year real estate taxes. Payment of CPI increases in operating cost and adjustments for real estate taxes shall be made by the Government in accordance with SFO # 07-004. Rent checks shall be made payable to 1101 Wilson Owner, LLC, whose address is:

c/o Monday Properties,  
230 Park Avenue, Suite 500  
New York, NY 10169  
Attn: Theresa Piscitelli

The Government's percentage of occupancy is established as 6.39% based on 20,765 BRSF / 324,664 BRSF, subject to confirmation of the total rentable area of the entire building.

4. The Government shall have a one-time right to terminate this lease, in whole, on or after February 5, 2011 by giving the Lessor at least 365 days notice (no later than February 5, 2010). The Government shall notify the Lessor by registered or certified mail, return receipt requested, or by Federal Express or any other nationally recognized overnight delivery service, addressed to Landlord at its Management Office at

1101 Wilson Owner, LLC,  
c/o Monday Properties,  
1000 Wilson Boulevard, Suite 700,  
Arlington, Virginia, 22209  
Attn: Timothy Helmig

or at such other address as Landlord shall designate by written notice to the Government. No rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the day of mailing.

In accordance with SFO Paragraph 3.15 (Adjustment for Vacant Premises), the rate for adjustment for heating and air conditioning and other operating expenses which can be avoided if the Government vacates 50% or more of the leased space shall be \$1.00 per BOMA office area square foot.

Lessor:

& Govt:

6. ~~This lease may be renewed at the option of the Government, for the following terms and at the following rentals:~~  
(Intentionally Deleted)



6. The Lessor shall furnish to the Government, as part of the rental consideration, the following: EXCEPT AS SET FORTH BELOW OR ELSEWHERE IN THIS LEASE, ALL SERVICES, IMPROVEMENTS, ALTERATIONS, REPAIRS, AND UTILITIES AS DEFINED BY THIS LEASE. THIS SHALL BE A FULL SERVICE LEASE.

- a). FIRE & LIFE SAFETY: within 180 days of execution of this lease, the Lessor shall correct all deficiencies and comply with all recommendations and findings of attachment #4, Fire Protection & Life Safety Evaluation report prepared by a Certified Fire Protection Engineer, as well as the recommendations and findings of the GSA Fire Protection Engineering Section's review of the report.
- b). TENANT IMPROVEMENTS: The annual rental rate recited in Paragraph 3 does not include the cost of amortization of tenant improvements. The Government accepts the demised premises area "As Existing" condition with the exception that the Lessor shall ensure that the space meets and complies with all ABAAS standards according to the SFO.
- c). Pursuant to SFO paragraph 1.11 "Building Shell Requirements" of the SFO, It is agreed that the Government's acceptance of such items "as existing" does not relieve the Lessor from obligation in the Lease for future alterations, maintenance, repairs, replacements and/or other improvements, and all such future alterations, repairs, replacements and/or other improvements shall be performed in compliance with the standards set forth in the SFO and shall result in the quality and function of the premises no less than the quality and function indicated in the SFO.
- d). Pursuant to SFO paragraph 7.1, 7.2, & 7.3 of the SFO, utilities and maintenance will be provided daily, extending from 7:00 am to 6:00 pm, Monday through Friday and 9:00 am to 1:00 pm on Saturday, excluding Sunday and federal holidays. Any additional overtime hours requested beyond the stated normal hours of operation shall be subject to the HVAC Overtime rate which shall be \$45.00 per hour, such rate to adjust from time to time. Any rate changes shall be memorialized in an SLA. The minimum hour for weekend usage is 4 hours.
- e). Daytime cleaning: Lessor shall perform all Janitorial work in the Government's space between 8:30 am and 4:30 pm, Monday through Friday. The Lessor will provide daytime cleaning at a rate of \$0.80/BRSF (equivalent to \$0.934/BOASF) above the building's pro rata cleaning cost. This additional cost of daytime cleaning services shall be paid for by the Government through a lump sum payment.
- f). The Government already occupies the premises under lease GS-11B-01446 that expired on February 4, 2007.
- g). Pursuant to SFO paragraph 9.31 "Shatter-resistant Window Protection Requirement", the Lessor shall provide shatter-resistant window protection in Government-occupied space at no additional cost to the Government

7. The following are attached and made a part hereof:

- 1) SOLICITATION FOR OFFERS (SFO) #07-004, 48 PAGES
- 2) RIDER #1, 1 PAGE
- 3) ATTACHMENT #1 TO THE SFO, RATE STRUCTURE, 1 PAGE
- 4) ATTACHMENT #2 TO THE SFO, CONSTRUCTION SCHEDULE, 1 PAGE.
- 5) ATTACHMENT #3 TO THE SFO, SCOPE OF WORK FOR DID'S & CONSTRUCTION SCHEDULE TASK, 2 PAGES
- 6) ATTACHMENT #4 TO THE SFO, FIRE PROTECTION & LIFE SAFETY EVALUATION, 14 PAGES
- 7) GSA FORM 1364 PROPOSAL TO LEASE SPACE, 2 PAGES
- 8) GSA FORM 1217 LESSORS ANNUAL COST ESTIMATE, 1 PAGE
- 9) GSA FORM 3516 SOLICITATION PROVISION, 1 PAGE
- 10) GSA FORM 3517B GENERAL CLAUSES, 28 PAGES
- 11) GSA FORM 3518 REPRESENTATIONS AND CERTIFICATIONS, 4 PAGES
- 12) FLOORPLAN "EXHIBIT A", 1101 WILSON BOULEVARD, 10<sup>TH</sup> AND 11<sup>TH</sup> FLOOR PLANS, 2 PAGES
- 13) RIDER #2, 1 PAGE

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

INITIALS	
Lessor	Govt.
	

Lessor:  & Govt: 

LESSOR: 1101 Wilson Owner, LLC

BY (b) (6) 8/18/2008 President and CEO  
(Signature) (Title)

IN THE PRESENCE OF:

BY (b) (6) 1000 Wilson Boulevard, Suite 700  
Name: Arlington, VA 22209  
(Address)

UNITED STATES OF AMERICA

BY (b) (6) CONTRACTING OFFICER, GSA, NCR, WPD  
(Signature) (Official title)

STANDARD FORM 2  
FEBRUARY 1965 EDITION

EXCEPTION TO SF2 APPROVED  
REVISED 11/19/2007



STANDARD FORM 2  
FEBRUARY 1965 EDITION  
GENERAL SERVICES ADMINISTRATION  
FPR (41CFR) 1D16.601

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE:

LEASE #GS-11B-00191

**JUN 28 2000**  
THIS LEASE, made and entered into this date between: Nash Street Associates

Whose address is: 1000 Wilson Boulevard  
Suite, 700  
Arlington, Virginia 22209

And whose interest in the property hereinafter described is that of OWNER, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the Government.

\*\*\*\*\*

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 47,156 BOMA Rentable Square Feet (RSF) or 41,600 BOMA Office Usable Square Feet (BOUSF) office and related space, including the entire A level (21,223 RSF/19,085 USF), B level (7,409 RSF/6,663 USF), 5th floor (9,262 RSF/7,926 USF), and the 6th floor (9,262 RSF/7,926 USF), in the building known as 1400 Key Boulevard, Arlington, Virginia 22209

To be used for SUCH PURPOSES AS DETERMINED BY THE GOVERNMENT.

\*\*\*\*\*

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the SUCCEEDING FIVE (5) YEAR FIRM TERM beginning March 3, 2000, through March 2, 2005, subject to termination and renewal rights as may be hereinafter set forth.

\*\*\*\*\*

3. The Government shall pay the Lessor an annual rent of \$977,600 (\$20.73/RSF and \$23.50 BOUSF) at the rate of \$81,466.66 per MONTH in arrears. Rent for a lesser period or lesser space shall be prorated. Rent checks shall be payable to:

Nash Street Associates  
1000 Wilson Boulevard  
Suite, 700  
Arlington, Virginia 22209

The Government's share of tax increases/ decreases and percentage of occupancy for the purpose of computing tax adjustments per the SFO, in Paragraph 2.4 entitled "TAX ADJUSTMENTS" shall be 30.42%. The Government's base costs of services and utilities for the purpose of calculating operating cost escalations as described in the SFO, Paragraph 2.6 entitled "Operating Costs" shall be (b) (4) as indicated on the GSA Form 1217 attached hereto.

\*\*\*\*\*

4. The government may terminate this lease at any time by giving at least \_\_\_\_\_ days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

\*\*\*\*\*

5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:

The Government shall have the right to (1) renewal option for a FIVE-YEAR TERM at an annual rental rate of \$1,227,200 (\$29.50/RSF and \$26.02/ BOUSF), payable at the rate of \$102,266.66 per Month in arrears. Such rate shall be inclusive of adjusted future operating costs. The renewal option shall become effective provided notice be given in writing to the Lessor at least 180 days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

LESSOR *[Signature]* GOV'T *[Signature]*

EXCEPTION TO SF2 APPROVED GSA/IRMS 12D89

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

EXCEPT AS SET FORTH BELOW OR ELSEWHERE IN THIS LEASE, ALL SERVICES, IMPROVEMENTS, ALTERATIONS, REPAIRS, AND UTILITIES AS DEFINED BY THIS LEASE.

- a) The annual rent set forth in paragraph 3 is inclusive of the Lessor providing all Warm Lit Shell requirements including, but not limited to, full compliance with all Fire and Life Safety, full handicapped accessibility compliance, new paint, carpet, and cove base installed throughout the Government demised area. The Lessor shall be responsible for the removal and replacement of traditional furniture. Connect/reconnect of systems furniture is excluded from the Lessor's responsibilities.
- b) Normal hours of operation are extended from 7 AM to 8 PM daily and Saturdays from 9 AM to 1 PM except Sundays and Federal holidays and in accordance with the buildings normal working hours. See paragraph 6.3 of the SFO entitled "NORMAL HOURS". The overtime rate for services and utilities is \$25 per hour, which is a comprehensive rate that does not include personnel costs, for the entire Government demised area. The minimum hours for weekend overtime charged for each usage is 3 hours. See paragraph 6.4 of the SFO entitled "Overtime Usage".
- c) All Government owned equipment shall be sub-metered and the cost of utility consumption for such equipment shall be borne by the Government tenant.
- d) Included in the rent, is a Tenant Improvement allowance in the amount of \$0 (\$0.00/ BOUSF). The Government will amortize the Tenant Improvement allowance at an annual interest rate of 0.0%. The Government reserves the right to de-amortize any unused allowance at the rate of 0% interest per annum.
- e) The Lessor shall comply with all Fire and Life Safety and handicapped accessibility requirements for all space under this lease.
- f) Cleaning is to be performed after tenant working hours. The rate for daytime cleaning is an additional \$.20 per BOUSF.
- g) Within 60 days of Lease execution, the Lessor shall provide the Government with as-built CAD files and drawing per the SFO, paragraphs 3.4 and 3.5.

7. The following are attached and made a part hereof:

1. SOLICITATION FOR OFFERS #99-025, 25 PAGES
2. ATTACHMENT #1, 1 PAGES
3. ATTACHMENT #2 TO THE SOLICITATION FOR OFFERS, 1 PAGE(S)
4. ATTACHMENT #3 TO THE SOLICITATION FOR OFFERS, 2 PAGES
5. ATTACHMENT #4 TO THE SOLICITATION FOR OFFERS, 2 PAGES
6. GSA FORM 1217, LESSOR'S COST STATEMENT, 1 PAGE(S)
7. GSA FORM 3517, GENERAL CLAUSES, 26 PAGE(S)
8. GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS, 4 PAGE(S)
9. FLOORPLAN(S) OF LEASED AREA, 3 PAGE(S)
10. RIDER, 1 PAGE

8. The following changes were made in this lease prior to its execution: Paragraph 4 was deleted in its entirety.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR:

BY (b) (6) BY Timothy H. Helmig, Vice President  
(b) (6) 1000 Wilson Blvd. suite 700  
IN PRESENCE OF (b) (6) ADDRESS Arlington, Va. 22209

UNITED STATES OF AMERICA

BY (b) (6) CONTRACTING OFFICER, GSA, NCR, OPR, RED

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE  SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT  No. 14	DATE OCT 30 2009
TO LEASE NUMBER: GS-11B-00191		Page 1 of 2
Address of Premises: 1400 Key Boulevard Arlington, VA 22209		
<b>THIS AGREEMENT, made and entered into this date by and between: Nash Street Property Associates, LLC</b>		
<b>Whose address is:</b> c/o Monday Properties 230 Park Avenue, Suite 500 New York, NY 10169 Attn: Theresa Piscitelli		
<b>Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government.</b>		
<b>WHEREAS, the parties hereto desire to amend the above Lease.</b>		
<b>NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended upon execution by the Government as follows:</b>		
<p>1. <b>Extended Term.</b> This SLA is issued to extend the term of this Lease for a period of five (5) years from March 3, 2010 through March 2, 2015 (the "Extended Term"). The Government may terminate this Lease, effective as of September 30, 2012, by providing written notice to the Lessor no later than September 30, 2011, and no rent shall accrue after the effective date of termination so long as the Government vacates the entire Premises (defined below) on or before such effective date. Said notice shall be computed from the date of mailing. The Government shall have no renewal rights and no termination rights except as set forth in the GSA Form 3517B included in the Lease.</p> <p>2. <b>Rent and Additional Rent during Extended Term.</b> The premises consists of 47,156 BOMA rentable square feet (BRSF) (41,600 BOMA Office Area (BOASF)) of office space (the "Premises") on portions of the A level, B level, 5th and 6th floors of the building. Effective as of March 3, 2010, the annual rent shall be \$1,791,928.00 (47,156 BRSF x \$38.00 per BRSF) plus all accrued operating expense adjustments and real estate tax adjustments over the original base amounts calculated in accordance with the Lease, payable at the rate of \$149,327.33 per month, in arrears. During the Extended Term, operating expense adjustments, real estate tax adjustments, and any other additional rent or additional charges, if any, shall continue to be made in accordance with the terms of the Lease with no change to the base amounts or base years.</p>		
(continued on next page)		
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.		
LESSOR: Nash Street Property Associates, LLC BY: <u>(b) (6)</u> <u>Anthony Westreich</u> <u>President</u> (Title) (IN THE PRESENCE OF / Witnessed by: <u>(b) (6)</u> <u>230 Park Ave Suite 500, NY, NY 10169</u> (Signature) (Address)		
UNITED STATES OF AMERICA BY: <u>(b) (6)</u> <u>TC Hairston</u> <u>Contracting Officer, GSA, NCR, (WP4PRDL)</u> (Official Title)		

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

EXCEPT AS SET FORTH BELOW OR ELSEWHERE IN THIS LEASE, ALL SERVICES, IMPROVEMENTS, ALTERATIONS, REPAIRS, AND UTILITIES AS DEFINED BY THIS LEASE.

- a) The annual rent set forth in paragraph 3 is inclusive of the Lessor providing all Warm Lit Shell requirements including, but not limited to, full compliance with all Fire and Life Safety, full handicapped accessibility compliance, new paint, carpet, and cove base installed throughout the Government demised area. The Lessor shall be responsible for the removal and replacement of traditional furniture. Connect/reconnect of systems furniture is excluded from the Lessor's responsibilities.
- b) Normal hours of operation are extended from 7 AM to 6 PM daily and Saturdays from 9 AM to 1 PM except Sundays and Federal holidays and in accordance with the buildings normal working hours. See paragraph 6.3 of the SFO entitled "NORMAL HOURS". The overtime rate for services and utilities is \$25 per hour, which is a comprehensive rate that does not include personnel costs, for the entire Government demised area. The minimum hours for weekend overtime charged for each usage is 3 hours. See paragraph 6.4 of the SFO entitled "Overtime Usage".
- c) All Government owned equipment shall be sub-metered and the cost of utility consumption for such equipment shall be borne by the Government tenant.
- d) Included in the rent, is a Tenant Improvement allowance in the amount of \$0 (\$0.00/ BOUSF). The Government will amortize the Tenant Improvement allowance at an annual interest rate of 0.0%. The Government reserves the right to de-amortize any unused allowance at the rate of 0% interest per annum.
- e) The Lessor shall comply with all Fire and Life Safety and handicapped accessibility requirements for all space under this lease.
- f) Cleaning is to be performed after tenant working hours. The rate for daytime cleaning is an additional \$ .20 per BOUSF.
- g) Within 60 days of Lease execution, the Lessor shall provide the Government with as-built CAD files and drawing per the SFO, paragraphs 3.4 and 3.5.

7. The following are attached and made a part hereof:

1. SOLICITATION FOR OFFERS #99-025, 25 PAGES
2. ATTACHMENT #1, 1 PAGES
3. ATTACHMENT #2 TO THE SOLICITATION FOR OFFERS, 1 PAGE(S)
4. ATTACHMENT #3 TO THE SOLICITATION FOR OFFERS, 2 PAGES
5. ATTACHMENT #5 TO THE SOLICITATION FOR OFFERS, 8 PAGES
6. GSA FORM 1217, LESSOR'S COST STATEMENT, 1 PAGE(S)
7. GSA FORM 3517, GENERAL CLAUSES, 20 PAGE(S)
8. GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS, 4 PAGE(S)
9. FLOORPLAN(S) OF LEASED AREA, 3 PAGE(S)
10. RIDER, 1 PAGE

8. The following changes were made in this lease prior to its execution: Paragraph 4 was deleted in its entirety.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR:

BY (b) (6) BY Timothy H. Helmig, Vice President  
(b) (6) 1000 Wilson Blvd. suite 700  
IN PRESENCE OF (b) (6) ADDRESS Arlington, Va. 22209

UNITED STATES OF AMERICA

BY (b) (6) CONTRACTING OFFICER, GSA, NCR, OPR, RED

**STANDARD FORM 2  
FEBRUARY 1965 EDITION  
GENERAL SERVICES ADMINISTRATION  
FPR (41CFR) 101-11.6**

**U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY**

**DATE OF LEASE:**

**JUN 28 2004**

**LEASE #GS-11B-01727**

THIS LEASE, made and entered into this date between: Nash Street Associates

Whose address is: c/o Westfield Realty, Inc.  
1000 Wilson Boulevard, Suite 700  
Arlington, VA 22209

And whose interest in the property hereinafter described is that of OWNER, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the Government.

\*\*\*\*\*

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 25,976 Rentable Square Feet (RSF) or 22,370 Usable Square Feet (BOUSF) of office and related space, consisting of the entire second and third floors and part of the fourth floor at 1400 Key Boulevard, Arlington, VA 22209.

To be used for SUCH PURPOSES AS DETERMINED BY THE GOVERNMENT.

\*\*\*\*\*

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the FIVE YEAR FIRM term beginning August 1, 2004, and running through July 31, 2009, subject to renewal rights as are hereinafter set forth.

\*\*\*\*\*

3. The Government shall pay the Lessor an annual rent of \$701,299.50 at the rate of \$58,441.63 per month in arrears. This represents \$31.35/USF or \$27.00/RSF. Rent for a lesser period shall be prorated. Operating expense adjustments shall be added or subtracted from this amount as per the Solicitation for Offers. Tax adjustments above the base year shall also be made according to the Solicitation for Offers.

\*\*\*\*\*

4. Rent shall be made payable to:

Westfield Realty Incorporated  
1000 Wilson Boulevard, Suite 700  
Arlington, VA 22209

\*\*\*\*\*

5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:

One FIVE-YEAR TERM at an annual rental rate of \$727,249.70 at the rate of \$60,604.06 monthly in arrears. This represents \$32.51/USF or \$28.00/RSF. To such rate shall be added operating cost adjustments from the original term per SFO 03-018, section 2.4, and such adjustments shall continue to be made during the option term. Base year taxes shall remain in effect and tax adjustments per Paragraph 2.2 shall continue. The renewal option shall become effective provided notice is given in writing to the Lessor at least 180 days before the end of the original lease term; said notice shall commence with the day after the date of mailing. Other terms of the lease shall remain the same during the renewal term.

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6. The Lessor shall furnish to the Government the following:

LESSOR

GOVT

EXCEPTION TO SF2 APPROVED GSAIRMS 12D89

- a) HVAC overtime rate of \$30 per hour. A minimum of three hours is chargeable for weekend usage.
  - b) No tenant improvement allowance.
  - c) Government percentage of occupancy of 15.8 (25,976 RSF + 164,537 RSF) for the purpose of calculating real estate tax adjustments.
  - d) Base year operating costs of \$124,824.60 (\$5.58 USF x 22,370 USF) for the purposes of calculating operating cost adjustments.
7. Any tenant improvement allowance subsequently agreed to by the parties shall be amortized monthly at 8% per annum over the remaining term of the lease. Notwithstanding any language in the SFO to the contrary, the Government shall not require the Lessor to amortize more than \$38.30/USF in tenant improvements under this lease.
8. The Lessor shall correct the following fire code violations within 30 days of lease signing:
- a) Seal the telephone room floor and ceiling penetrations on the third and seventh floors (Stair A side).
  - b) Repair the penetrations/breaks on the interior side of the stair shaft walls near both standpipes at Level A and the first, third and fourth floors, per Section 709 of BOCA.
  - c) Add sprinklers in the fourth floor telephone closet (Stair B side) and in the northeast corner of the mechanical room on the B level (near the carpenter's office), per Section 403 of BOCA.
9. In lieu of a brokerage commission to the Government's broker for the firm term, the Government shall be entitled to an immediate rent credit of .9 month's rent, or \$52,597.46. No such commission is due should the option term be exercised.
10. In the event the Government, through change of the build-out or other reason, changes or damages the warm-lit shell, the Lessor shall not be held responsible for remediation of the warm-lit shell to the specifications in the SFO.
11. The following are attached and made a part hereof:
- a) Solicitation for Offers #03-018, 35 pages
  - b) Attachment #1, Rate Structure, 6 pages
  - c) Attachment #2, 1 page
  - d) Attachment #3, 2 pages
  - e) Attachment #4, 14 pages
  - f) GSA Form 1217, Lessor's Cost Statement, 1 page
  - g) GSA Form 3517, General Clauses, 26 pages
  - h) GSA Form 3518, Representations and Certifications, 4 pages
  - i) Floor plans of Leased Area, 3 pages
12. For tenant improvements carried out by the Lessor and paid for by the Government, the Lessor shall be entitled to 20% of the cost of improvements (not including items required by the SFO) for overhead and profit of the Lessor and General Contractor. Architectural and engineering fees for the space shall be included in this percentage. Such percentage shall apply to the initial construction plans; OH & P for change orders shall be negotiable.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: Nash Street Associates

BY <u>(b) (6)</u>	BY <u>Authorized Agent</u>
PRINTED NAME & TITLE <u>Timothy Helmig</u>	PRINTED NAME & TITLE <u>1000 Wilson Blvd. suite 700</u>
IN PRESENCE OF <u>(b) (6)</u>	ADDRESS <u>Arlington, Va. 22209</u>

UNITED STATES OF AMERICA

BY (b) (6) CONTRACTING OFFICER, GSA, NCR



GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE  SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT  No. 10	DATE  NOV 12 2009
		TO LEASE NUMBER: GS-11B-01727
Address of Premises: 1400 Key Boulevard Arlington, VA 22209		
THIS AGREEMENT, made and entered into this date by and between: Nash Street Property Associates, LLC		
Whose address is: c/o Monday Properties 230 Park Avenue, Suite 500 New York, NY 10169 Attn: Theresa Piscitelli		
Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government.		
WHEREAS, the parties hereto desire to amend the above Lease.		
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended upon execution by the Government as follows:		
1. <u>Extended Term.</u> This SLA is issued to extend the term of this Lease for a period of five (5) years retroactively from August 1, 2009 through July 31, 2014 (the "Extended Term"). The Government may terminate this Lease, effective as of September 30, 2012 by providing written notice to the Lessor no later than September 30, 2011, and no rent shall accrue after the effective date of termination so long as the Government vacates the entire Premises (defined below) on or before such effective date. Said notice shall be computed from the date of mailing. The Government shall have no renewal rights and no termination rights except as set forth in the GSA Form 3517B included in the Lease.		
2. <u>Rent and Additional Rent during Extended Term.</u> The premises consists of 25,976 BOMA rentable square feet (BRSF) (22,370 BOMA Office Area (BOASF)) of office space (the "Premises") on the 2nd, 3rd, and a portion of the 4th floor of the building. Effective retroactively as of August 1, 2009, the annual rent shall be \$987,088.00 (25,976 BRSF x \$38.00 per BRSF) plus all accrued operating expense adjustments and real estate tax adjustments over the original base amounts calculated in accordance with the Lease, payable at the rate of \$82,257.33 per month, in arrears. The Government shall pay to the Lessor, within 60 calendar days following full execution of this SLA, a single lump sum payment for all Extended Term rent not previously paid to the Lessor. During the Extended Term, operating expense adjustments, real estate tax adjustments, and any other additional rent or additional charges, if any, shall continue to be made in accordance with the terms of the Lease with no change to the base amounts or base years.		
(continued on next page)		
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.		
LESSOR: Nash Street Property Associates, LLC BY: <u>(b) (6)</u> President Anthony Westreich (Title) IN THE PRESENCE OF (witnessed by): <u>(b) (6)</u> 230 Park Ave., Suite 500, NY, NY 10169 (Signature) (Address)		
UNITED STATES OF AMERICA BY: <u>(b) (6)</u> Contracting Officer, GSA, NCR, (WP4PRDL) TC Harston (Official Title)		

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDING SERVICE  
NATIONAL CAPITAL REGION

3. Condition of Premises. The Government shall accept and continue to occupy the Premises in their "as-existing" condition and the Lessor shall have no obligation whatsoever to make any structural or other improvements in or to any part of the Premises or the building in the preparation for the Government's occupancy during the Extended Term, except that the acceptance of the Premises "as-existing" shall not relieve the Lessor from future alterations, repairs, maintenance, replacements or other obligations set forth in the SFO which shall be performed in accordance with the standards set forth in the SFO and result in the continued quality and function of the Premises at or above their levels as of the date of this SLA. Lessor represents that, to Lessor's knowledge, the Premises are in good repair and tenantable condition as of the date hereof.
4. Commission. Studley, Inc. is the authorized real estate broker representing GSA in connection with this lease amendment transaction. The Lessor has agreed to pay to Studley, Inc. a cooperating lease commission of (b) (4). The Lessor agrees to pay Studley, Inc., 555 13<sup>th</sup> Street, N.W., Suite 420 East, Washington, DC 20004, the commission in the lump sum amount of (b) (4) which shall be due to Studley, Inc. upon execution and delivery of this SLA by the Government and payable not later than thirty (30) days after receipt of an invoice from Studley, Inc.
5. Rent Abatement. As part of the overall transaction, the Lessor has agreed to provide the Government with free rent in the amount of \$32,195.52 which shall be paid as free rent during the first full month of the Extended Term.
6. Payment Obligation. This document will not constitute a payment obligation until the date of execution by the United States. As a result, even though payments will be made retroactively, no monies whatsoever are due under this agreement until thirty days after the date of execution by the Government's Contracting Officer.
7. All other terms and conditions of the Lease shall remain in force and effect.

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US GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE

MAY 25 2006

LEASE NO.

GS-11B-01862

THIS LEASE, made and entered into this date by and between

Nash Street Property Associates, LLC, by: Rosslyn Holdings LLC, a Delaware limited liability company, its sole member

whose address is c/o Monday Properties  
1000 Wilson Boulevard, Suite 700  
Arlington, Virginia 22209

and whose interest in the property hereinafter described is that of Owner

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 10,606 BOMA rentable square feet (BRSF) of office and related space, consisting of 9,690 BOMA Office area square feet (BOASF). The Premises is comprised of a portion of Level 'C' consisting of two blocks of space (2,343 BRSF / 2,141 BOASF and 8,263 BRSF / 7,549 BOASF) at 1400 Key Boulevard, Arlington, Virginia, 22209. (See Exhibit A for Floor Plan)

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on July 10, 2005 through July 9, 2010, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent as follows: For the period from July 10, 2005 through July 9, 2010, \$298,968.00 (\$28.00 per BRSF or \$30.85 per BOASF) at the rate of \$24,747.33 per month in arrears. The rental rates above do not include any cost to the Lessor for providing any tenant improvements or daytime cleaning, which will be paid for separately by the Government from the rent via a Reimbursable Work Authorization (RWA).

Rent checks shall be made payable to Nash Street Property Associates, LLC, c/o Monday Properties, 1000 Wilson Boulevard, Suite 700, Arlington, Virginia 22209

4. The Government may terminate this lease, in whole, on or after July 10, 2009 by giving the Lessor at least 180 days notice in writing. No rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the day of mailing.

- ~~5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:~~

~~One FIVE YEAR TERM \_\_\_\_\_ at an annual rental rate of \_\_\_\_\_ at the rate of \_\_\_\_\_ monthly in arrears in addition to operating cost adjustments from the original term. The renewal option shall become effective provided written notice of the Government's intent to exercise the option is provided to the Lessor at least 180 days prior to the expiration of the original lease term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.~~

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

A. All services, utilities, alterations, repairs, maintenance, as well as any other rights and privileges stipulated by this Lease and its attachments are included.

7. In accordance with SFO Paragraph 3.6 (Operating Costs Base), the Operating Cost is established as \$52,231.54, which equates to \$4.92 per BRSF (\$5.39 per BOASF). This Operating Cost Base does not include the cost of the Lessor providing daytime cleaning, which will be paid for separately from the rent via an RWA.

8. The Lessor shall provide daytime cleaning services for the 8,263 BRSF (7,549 BOASF) portion of the Government leased space (crosshatched and highlighted in Blue on the Floor Plan labeled Exhibit A to this lease). These services shall be provided for an annual cost of \$7,171.55. The cost of these services shall be paid separately from the rental rate outlined in paragraph 3 and 5 of this Standard Form 2 and shall be paid by the Government via an RWA.

9. In accordance with SFO Paragraph 3.2 (Tax Adjustment), the percentage of Government occupancy is established as 6.4%. (Based on Government occupancy of 10,606 BRSF and total building area of 164,637 BRSF).

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10. In accordance with SFO Paragraph 3.11 (Adjustment for Vacant Premises), the rate for adjustment for heating and air conditioning and other operating expenses which can be avoided if the Government vacates 50% or more of the leased space shall be \$1.00 per BOMA office area square foot.
11. In accordance with SFO Paragraph 7.3 (Overtime Usage), the overtime rate for services, and utilities and maintenance is \$30.00 per hour, which is a comprehensive rate, for the entire Government demised area. The overtime rate for services and utilities for Sundays or holidays is \$30.00 per hour, which is a comprehensive rate, for the entire Government demised area. The minimum hours for weekend usage is 4 hours.
12. In accordance with SFO Paragraph 1.10 (Broker Commission), a cooperative, tenant broker fee due from the Lessor or agent for the Lessor of (b) (4) established as part of the Best and Final Offer dated December 8, 2005 (Gross Rental Rate, net of Tie (b) (4) Firm Term (4 Years) x Broker Fee Percentage (b) (4). No commission shall be paid for any term beyond the four year firm term of this lease. One hundred percent (b) (4) of the fee is due and payable within 30 days of lease execution. The fee(s) is paid to: Equis Corporation, Attn: Mr. Brian Adelstein, 161 North Clark Street, Suite 2400, Chicago, Illinois 60601.
13. The following are attached and made a part hereof:
- A. Solicitation for Offers No. 04-035 - 38 pages.
  - B. GSA Form 1364 entitled Proposal to Lease Space - 2 pages.
  - C. Attachment to GSA Form 1364 - 1 page.
  - D. Attachment 1 entitled Rate Structure - 7 pages.
  - E. Attachment 2 entitled Construction Schedule - 1 page.
  - F. Attachment 3 entitled Scope of Work for DID's and Construction Schedule Tasks - 2 pages.
  - G. Attachment 4 entitled Fire Protection & Life Safety Evaluation - 14 pages.
  - H. Solicitation for Offers No. 04-035 Amendment #1 dated October 12, 2004 - 3 pages.
  - I. GSA Form 1217 entitled Lessors Annual Cost Statement - 1 page.
  - J. GSA Form 3517B entitled General Clauses - 33 pages.
  - K. GSA Form 3518 entitled Representations and Certifications - 7 pages.
  - L. Exhibit A entitled 1400 Key Boulevard, Level 'C' - Floor Plan - 1 page.
14. The Government agrees to accept the leased space in it's "as-is" condition and shall not require the Lessor to complete any Building Shell or Tenant Improvements as part of this lease.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: NASH STREET PROPERTY ASSOCIATES, LLC by: Rosslyn Holdings LLC, a Delaware limited liability company, its sole member

BY: Philip J. Brannigan, Jr.  
Managing Director

(b) (6)

IN THE PRESENCE OF:

(b) (6)

(Signature)

1 Federal St. Boston, MA 02110

(Address)

LESSEE: UNITED STATES OF AMERICA

(b) (6)

BY:

T. C. Haireton, Branch Chief/Contracting Officer

GENERAL SERVICES ADMINISTRATION

(Official title)

(Signature)

PK

10. In accordance with SFO Paragraph 3.11 (Adjustment for Vacant Premises), the rate for adjustment for heating and air conditioning and other operating expenses which can be avoided if the Government vacates 50% or more of the leased space shall be \$1.00 per BOMA office area square foot.
11. In accordance with SFO Paragraph 7.3 (Overtime Usage), the overtime rate for services, and utilities and maintenance is \$30.00 per hour, which is a comprehensive rate, for the entire Government demised area. The overtime rate for services and utilities for Sundays or holidays is \$30.00 per hour, which is a comprehensive rate, for the entire Government demised area. The minimum hours for weekend usage is 4 hours.
12. In accordance with SFO Paragraph 1.10 (Broker Commission), a cooperative, tenant broker fee due from the Lessor or agent for the Lessor of (b) (4) established as part of the Best and Final Offer dated December 8, 2005 [Gross Rental Rate, net of Tis (b) (4) x Firm Term (4 Years) x Broker Fee Percentage (b) (4) No commission shall be paid for any term beyond the four year firm term of this lease. One hundred percent (b) (4) of the fee is due and payable within 30 days of lease execution. The fee(s) is paid to: Equis Corporation, Attn: Mr. Brian Adelstein, 161 North Clark Street, Suite 2400, Chicago, Illinois 60601.
13. The following are attached and made a part hereof:
- A. Solicitation for Offers No. 04-035 - 36 pages.
  - B. GSA Form 1364 entitled Proposal to Lease Space - 2 pages.
  - C. Attachment to GSA Form 1364 - 1 page.
  - D. Attachment 1 entitled Rate Structure - 7 pages.
  - E. Attachment 2 entitled Construction Schedule - 1 page.
  - F. Attachment 3 entitled Scope of Work for DID's and Construction Schedule Tasks - 2 pages.
  - G. Attachment 4 entitled Fire Protection & Life Safety Evaluation - 14 pages.
  - H. Solicitation for Offers No. 04-035 Amendment #1 dated October 12, 2004 - 3 pages.
  - I. GSA Form 1217 entitled Lessors Annual Cost Statement - 1 page.
  - J. GSA Form 3517B entitled General Clauses - 33 pages.
  - K. GSA Form 3518 entitled Representations and Certifications - 7 pages.
  - L. Exhibit A entitled 1400 Key Boulevard, Level 'C' - Floor Plan - 1 page.
14. The Government agrees to accept the leased space in its "as-is" condition and shall not require the Lessor to complete any Building Shell or Tenant Improvements as part of this lease.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: **NASH STREET PROPERTY ASSOCIATES, LLC** by: **Rosslyn Holdings LLC**, a Delaware limited liability company, its sole member

BY Philip J. Brannigan, Jr.  
Managing Director

(b) (6)

(Signature)

IN THE PRESENCE OF:

(b) (6)

(Signature)

1 Federal St, Boston, MA 02110

(Address)

LESSEE: **UNITED STATES OF AMERICA**

(b) (6)

BY

T. C. Halston, Branch Chief/Contracting Officer  
GENERAL SERVICES ADMINISTRATION

(Official title)

PK

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	SUPPLEMENTAL AGREEMENT No. 8	DATE OCT 30 2009
SUPPLEMENTAL LEASE AGREEMENT		TO LEASE NUMBER: GS-11B-01862
		Page 1 of 2

Address of Premises: 1400 Key Boulevard  
Arlington, VA 22209

**THIS AGREEMENT, made and entered into this date by and between: Nash Street Property Associates, LLC**

Whose address is: c/o Monday Properties  
230 Park Avenue, Suite 500  
New York, NY 10169  
Attn: Theresa Piscitelli

Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government.

**WHEREAS, the parties hereto desire to amend the above Lease.**

**NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended upon execution by the Government as follows:**

1. Extended Term. This SLA is issued to extend the term of this Lease for a period of five (5) years from July 10, 2010 through July 9, 2015 (the "Extended Term"). The Government may terminate this Lease, effective as of September 30, 2012 by providing written notice to the Lessor no later than September 30, 2011, and no rent shall accrue after the effective date of termination so long as the Government vacates the entire Premises (defined below) on or before such effective date. Said notice shall be computed from the date of mailing. The Government shall have no renewal rights and no termination rights except as set forth in the GSA Form 3517B included in the Lease.

2. Rent and Additional Rent during Extended Term. The premises consists of 10,606 BOMA rentable square feet (BRSF) (9,690 BOMA Office Area (BOASF)) of office space (the "Premises") on portions of the C level of the building. Effective as of July 10, 2010, the annual rent shall be \$403,028.00 (10,606 BRSF x \$38.00 per BRSF) plus all accrued operating expense adjustments and real estate tax adjustments over the original base amounts calculated in accordance with the Lease, payable at the rate of \$33,585.67 per month, in arrears. During the Extended Term, operating expense adjustments, real estate tax adjustments, and any other additional rent or additional charges, if any, shall continue to be made in accordance with the terms of the Lease with no change to the base amounts or base years.

(continued on next page)

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: Nash Street Property Associates, LLC

BY: (b) (6)  
Anthony Westreich

\_\_\_\_\_  
President  
(Title)

IN THE PRESENCE OF (Witnessed by):

(b) (6)  
\_\_\_\_\_  
(Signature)

230 Park Ave Suite 500, NY, NY 10169  
(Address)

UNITED STATES OF AMERICA

BY: (b) (6)  
\_\_\_\_\_  
TO Harston

Contracting Officer, GSA, NCR, (WP4PRDL)  
(Official Title)



3. Condition of Premises. The Government shall accept and continue to occupy the Premises in their "as-existing" condition and the Lessor shall have no obligation whatsoever to make any structural or other improvements in or to any part of the Premises or the building in the preparation for the Government's occupancy during the Extended Term, except that the acceptance of the Premises "as-existing" shall not relieve the Lessor from future alterations, repairs, maintenance, replacements or other obligations set forth in the SFO which shall be performed in accordance with the standards set forth in the SFO and result in the continued quality and function of the Premises at or above their levels as of the date of this SLA. Lessor represents that, to Lessor's knowledge, the Premises are in good repair and tenantable condition as of the date hereof.
4. Commission. Studley, Inc. is the authorized real estate broker representing GSA in connection with this lease amendment transaction. The Lessor has agreed to pay to Studley, Inc. a cooperating lease commission of (b) (4). The Lessor agrees to pay Studley, Inc., 555 13<sup>th</sup> Street, N.W., Suite 420 East, Washington, DC 20004, the commission in the lump sum amount of (b) (4) which shall be due to Studley, Inc. upon execution and delivery of this SLA by the Government and payable not later than thirty (30) days after receipt of an invoice from Studley, Inc..
5. Rent Abatement. As part of the overall transaction, the Lessor has agreed to provide the Government with free rent in the amount of \$9,239.74 which shall be paid as free rent during the first full month of the Extended Term.
6. Payment Obligation. This document will not constitute a payment obligation until the date of execution by the United States. As a result, even though payments will be made retroactively, no monies whatsoever are due under this agreement until thirty days after the date of execution by the Government's Contracting Officer.
7. All other terms and conditions of the Lease shall remain in force and effect.

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STANDARD FORM 2  
FEBRUARY 1965 EDITION  
GENERAL SERVICES ADMINISTRATION  
FPR (41CFR) 1D16.601

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE: FEB 24 2005

LEASE #GS-11B-01807

THIS LEASE, made and entered into this date between: 1101 Associates

Whose address is: c/o Westfield Realty, Inc.  
1000 Wilson Boulevard, Suite 700  
Arlington, VA 22209

And whose interest in the property hereinafter described is that of OWNER, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the Government.

\*\*\*\*\*

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 12,093 rentable Square Feet (RSF) or 11,307 Usable Square Feet (BOUSF) of office and related space, being part of the 8th floor of the building known as 1101 Wilson Boulevard at 1101 Wilson Blvd, Arlington, VA 22209.

To be used for SUCH PURPOSES AS DETERMINED BY THE GOVERNMENT.

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2. TO HAVE AND TO HOLD the said premises with their appurtenances for the FIVE YEAR FIRM term beginning upon Government acceptance of substantial completion of the entire leased premises, and ending five years later, subject to renewal rights as are hereinafter set forth.

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3. The Government shall pay the Lessor an annual rent of \$290,702.97 (\$25.71/USF or \$24.038946/RSF) at the rate of \$24,225.25 per month in arrears. Rent for a lesser period or lesser space shall be prorated.

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4. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:

One FIVE-YEAR TERM at an annual rental rate of \$358,092.69 (\$31.67/USF or \$29.611568/RSF), at the rate of \$29,841.06 monthly in arrears. To such rate shall be added operating cost adjustments from the original term. The renewal option shall become effective provided notice is given in writing to the Lessor at least 180 days before the end of the original lease term; said notice shall commence with the day after the date of mailing. Other terms of the lease shall remain the same during the renewal term.

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5. The space is to be occupied by three unrelated Government tenants, which shall occupy spaces A (3,850 USF), B (4,424 USF), and C (3,033 USF) on the attached floor plan. The Government may exercise the above option separately on the three spaces. However, the Government may not exercise the option solely on the middle space (B), nor exercise the option on A and C, but not on B.
6. No tenant improvement allowance is included in the rate in Paragraph 3 above. The Government is responsible for paying for all tenant improvements unless provided by subsequent supplemental lease agreement. The Lessor shall furnish to the Government, as part of the rental consideration:

LESSOR  GOVT 

EXCEPTION TO SF2 APPROVED GSA/IRMS 12D89

- a) Demising walls between spaces A and B and between spaces B and C.
  - b) Government percentage of occupancy of 4.3% (12,093 RSF ÷ 283,267 RSF).
  - c) Base year operating costs of \$77,113.74 (\$6.82 X 11,307 USF).
  - d) HVAC overtime rate of \$30.00 per hour. A minimum of four hours shall be charged for a weekend occurrence.
7. The Lessor shall correct penetrations in the stairs on the 15<sup>th</sup> floor (Stair A), the 10<sup>th</sup> floor (Stair A) and the plenum level (Stair B) with two-hour rated fire caulk prior to occupancy.
  8. The construction schedule mentioned in SFO Paragraph 2.13 shall apply separately for the three spaces mentioned in Paragraph 5 above; the column applying to 0K to 10K of Attachment 2 to the SFO shall apply to each space. Moreover, upon the Government's acceptance of substantial completion of the tenant improvements in any of the three spaces mentioned, the rent shall commence for that space.
  9. The Government will be allowed one set of changes to the Design Intent Drawings (DID's) for each of the user groups before Construction Drawings (CD's) are commenced. If the Government makes changes to the CD's that are inconsistent with the Government's approved DID's, the Government shall be responsible for the resultant costs and delays.
  10. In lieu of a commission to the Government's broker, the Government shall be entitled to an immediate rent credit of (b) (4)
  11. Notwithstanding any language in the SFO to the contrary, the Government shall not require the Lessor to amortize more than \$38.30 in tenant improvements under this lease.
  12. The following are attached and made a part hereof:
    - a) Solicitation for Offers #03-018, 35 pages
    - b) Attachment #1, 2 pages
    - c) Attachment #2, 1 page
    - d) Attachment #3, 2 pages
    - e) Attachment #4, 16 pages
    - f) GSA Form 1217, Lessor's Cost Statement, 1 page
    - g) GSA Form 3517, General Clauses, 26 pages
    - h) GSA Form 3518, Representations and Certifications, 4 pages
    - i) Floor Plan of Leased Area, 1 page
  13. In the event of tenant improvements carried out by the Lessor and paid for by the Government, the Lessor shall be entitled to a fee of up to 20% of the cost of improvements (not including items required by the SFO) for overhead and profit, general conditions, and management and coordination fees of the Lessor and General Contractor. Architectural and engineering fees for the space shall be included in this percentage.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: 1101 Associates

BY (b) (6)  
PRINTED NAME & TITLE (b) (6) Director of Leasing

IN PRESENCE OF (b) (6)

BY Authorized Agent  
1000 Wilson Blvd #700  
Arlington, VA 22209

UNITED STATES OF AMERICA

BY (b) (6) CONTRACTING OFFICER, GSA, NCR

STANDARD FORM 2  
GENERAL SERVICES  
ADMINISTRATION

US GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE:

NOV 20 2008

LEASE NO. GS-11B-01954

THIS LEASE, made and entered into this date by and between 1101 Wilson Owner, LLC

whose address is: c/o Monday Properties  
230 Park Avenue, Suite 500  
New York, NY 10169  
Attn: Theresa Piscitelli

and whose interest in the property hereinafter described is that of LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the Government.

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows

1. The Lessor hereby leases to the Government the following described premises:

A total of 20,765 BOMA rentable square feet (BRSF) [equivalent to 17,777 BOMA Office Area Square Feet (BOASF)] of office and related space, located on the entire 10th floor (consisting of 17,666 BRSF/15,124 BOASF) and a portion of the 11<sup>th</sup> floor (consisting of 3,099 BRSF/2,653 BOASF), located at 1101 Wilson Boulevard, Arlington, Virginia 22209 to be used for OFFICE AND SUCH RELATED PURPOSES AS DETERMINED BY THE GOVERNMENT (See Exhibit A - Floor plan of leased premises).

2. TO HAVE AND TO HOLD the said premises with their appurtenances for a FIVE (5) YEAR SUCCEEDING LEASE Term beginning on February 5, 2007, through February 4, 2012, subject to termination rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$789,070.00 (\$38.00/BRSF or \$44.387129437/BOASF) at the rate of \$65,755.83 per month in arrears. The annual rental rate includes an operating cost base of (b) (4) and base year real estate taxes. Payment of CPI increases in operating cost and adjustments for real estate taxes shall be made by the Government in accordance with SFO # 07-004. Rent checks shall be made payable to 1101 Wilson Owner, LLC, whose address is:

c/o Monday Properties,  
230 Park Avenue, Suite 500  
New York, NY 10169  
Attn: Theresa Piscitelli

The Government's percentage of occupancy is established as 6.39% based on 20,765 BRSF / 324,664 BRSF, subject to confirmation of the total rentable area of the entire building.

4. The Government shall have a one-time right to terminate this lease, in whole, on or after February 5, 2011 by giving the Lessor at least 365 days notice (no later than February 5, 2010). The Government shall notify the Lessor by registered or certified mail, return receipt requested, or by Federal Express or any other nationally recognized overnight delivery service, addressed to Landlord at its Management Office at

1101 Wilson Owner, LLC,  
c/o Monday Properties,  
1000 Wilson Boulevard, Suite 700,  
Arlington, Virginia, 22209  
Attn: Timothy Helmig

or at such other address as Landlord shall designate by written notice to the Government. No rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the day of mailing.

In accordance with SFO Paragraph 3.15 (Adjustment for Vacant Premises), the rate for adjustment for heating and air conditioning and other operating expenses which can be avoided if the Government vacates 50% or more of the leased space shall be \$1.00 per BOMA office area square foot.

Lessor:  & Gov't: 

6. ~~This lease may be renewed at the option of the Government, for the following terms and at the following rentals:~~  
(Intentionally Deleted)



6. The Lessor shall furnish to the Government, as part of the rental consideration, the following: EXCEPT AS SET FORTH BELOW OR ELSEWHERE IN THIS LEASE, ALL SERVICES, IMPROVEMENTS, ALTERATIONS, REPAIRS, AND UTILITIES AS DEFINED BY THIS LEASE. THIS SHALL BE A FULL SERVICE LEASE.

- a). FIRE & LIFE SAFETY: within 180 days of execution of this lease, the Lessor shall correct all deficiencies and comply with all recommendations and findings of attachment #4, Fire Protection & Life Safety Evaluation report prepared by a Certified Fire Protection Engineer, as well as the recommendations and findings of the GSA Fire Protection Engineering Section's review of the report.
- b). TENANT IMPROVEMENTS: The annual rental rate recited in Paragraph 3 does not include the cost of amortization of tenant improvements. The Government accepts the demised premises area "As Existing" condition with the exception that the Lessor shall ensure that the space meets and complies with all ABAAS standards according to the SFO.
- c). Pursuant to SFO paragraph 1.11 "Building Shell Requirements" of the SFO, it is agreed that the Government's acceptance of such items "as existing" does not relieve the Lessor from obligation in the Lease for future alterations, maintenance, repairs, replacements and/or other improvements, and all such future alterations, repairs, replacements and/or other improvements shall be performed in compliance with the standards set forth in the SFO and shall result in the quality and function of the premises no less than the quality and function indicated in the SFO.
- d). Pursuant to SFO paragraph 7.1, 7.2, & 7.3 of the SFO, utilities and maintenance will be provided daily, extending from 7:00 am to 6:00 pm, Monday through Friday and 9:00 am to 1:00 pm on Saturday, excluding Sunday and federal holidays. Any additional overtime hours requested beyond the stated normal hours of operation shall be subject to the HVAC Overtime rate which shall be \$45.00 per hour, such rate to adjust from time to time. Any rate changes shall be memorialized in an SLA. The minimum hour for weekend usage is 4 hours.
- e). Daytime cleaning: Lessor shall perform all janitorial work in the Government's space between 8:30 am and 4:30 pm, Monday through Friday. The Lessor will provide daytime cleaning at a rate of \$0.80/BRSF (equivalent to \$0.934/BOASF) above the building's pro rata cleaning cost. This additional cost of daytime cleaning services shall be paid for by the Government through a lump sum payment.
- f). The Government already occupies the premises under lease GS-11B-01446 that expired on February 4, 2007.
- g). Pursuant to SFO paragraph 9.31 "Shatter-resistant Window Protection Requirement", the Lessor shall provide shatter-resistant window protection in Government-occupied space at no additional cost to the Government.

7. The following are attached and made a part hereof:

- 1) SOLICITATION FOR OFFERS (SFO) #07-004, 48 PAGES
- 2) RIDER #1, 1 PAGE
- 3) ATTACHMENT #1 TO THE SFO, RATE STRUCTURE, 1 PAGE
- 4) ATTACHMENT #2 TO THE SFO, CONSTRUCTION SCHEDULE, 1 PAGE.
- 5) ATTACHMENT #3 TO THE SFO, SCOPE OF WORK FOR DID'S & CONSTRUCTION SCHEDULE TASK, 2 PAGES
- 6) ATTACHMENT #4 TO THE SFO, FIRE PROTECTION & LIFE SAFETY EVALUATION, 14 PAGES
- 7) GSA FORM 1364 PROPOSAL TO LEASE SPACE, 2 PAGES
- 8) GSA FORM 1217 LESSORS ANNUAL COST ESTIMATE, 1 PAGE
- 9) GSA FORM 3516 SOLICITATION PROVISION, 1 PAGE
- 10) GSA FORM 3517B GENERAL CLAUSES, 28 PAGES
- 11) GSA FORM 3518 REPRESENTATIONS AND CERTIFICATIONS, 4 PAGES
- 12) FLOORPLAN "EXHIBIT A", 1101 WILSON BOULEVARD, 10<sup>TH</sup> AND 11<sup>TH</sup> FLOOR PLANS, 2 PAGES
- 13) RIDER #2, 1 PAGE

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

INITIALS	
Lessor	Govt.
	

Lessor:  & Govt: 

LESSOR: 1101 Wilson Owner, LLC

BY (b) (6) 8/18/2008 President and CEO  
(Signature) (Title)

IN THE PRESENCE OF:

BY (b) (6) 1000 Wilson Boulevard, Suite 700  
Name: S Arlington, VA 22209  
(Address)

UNITED STATES OF AMERICA

BY (b) (6) CONTRACTING OFFICER, GSA, NCR, WPD  
(Signature) (Official title)

STANDARD FORM 2  
FEBRUARY 1965 EDITION

EXCEPTION TO SF2 APPROVED  
REVISED 11/19/2007

*[Handwritten mark]*



STANDARD FORM 2  
GENERAL SERVICES  
ADMINISTRATION

US GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE:

JUN - 4 2009

LEASE NO. GS-11B-01991

THIS LEASE, made and entered into this date by and between **1101 Wilson Owner, LLC**

whose address is: c/o Monday Properties  
230 Park Avenue, Suite 500  
New York, NY 10169  
Attn: Theresa Piscitelli

and whose interest in the property hereinafter described is that of LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the Government.

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows

1. The Lessor hereby leases to the Government the following described premises:

A total of **4,029** BOMA rentable square feet (BRSF) [equivalent to **3,386** BOMA Office Area Square Feet (BOASF)] of office and related space, located on the 12th floor at 1101 Wilson Boulevard, Arlington, Virginia 22209 to be used for OFFICE AND SUCH RELATED PURPOSES AS DETERMINED BY THE GOVERNMENT (See Exhibit B - Floor plan of leased premises).

2. TO HAVE AND TO HOLD the said premises with their appurtenances for a FIVE (5) YEAR SUCCEEDING LEASE Term beginning on October 5, 2006, through October 4, 2011, subject to termination rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of **\$153,102.00 (\$38.00/BRSF or \$45.216/BOASF)** at the rate of **\$12,758.50** per month in arrears. The annual rental rate includes an operating cost base of **(b) (4)** and base year real estate taxes. Payment of CPI increases in operating cost and adjustments for real estate taxes shall be made by the Government in accordance with SFO # 07-025. Rent checks shall be made payable to 1101 Wilson Owner, LLC, whose address is:

c/o Monday Properties  
230 Park Avenue, Suite 500  
New York, NY 10169  
Attn: Theresa Piscitelli

The Government's percentage of occupancy is established as 1.2% based on 4,029 BRSF / 324,664 BRSF.

4. a) The Government shall have a one-time right to terminate this lease, in whole, on or after October 5, 2010 by giving the Lessor at least 365 days notice (no later than October 5, 2009). The Government shall notify the Lessor by registered or certified mail, return receipt requested, or by Federal Express or any other nationally recognized overnight delivery service, addressed to Landlord at its Management Office at:

1101 Wilson Owner, LLC,  
c/o Monday Properties,  
1000 Wilson Boulevard, Suite 700,  
Arlington, Virginia, 22209  
Attn: Timothy Helmig

or at such other address as Landlord shall designate by written notice to the Government. No rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the day of mailing.

- b) In accordance with SFO Paragraph 3.15 (Adjustment for Vacant Premises), the rate for adjustment for heating and air conditioning and other operating expenses which can be avoided if the Government vacates 50% or more of the leased space shall be \$1.00 per BOMA office area square foot

5. ~~This lease may be renewed at the option of the Government, for the following terms and at the following rentals:~~  
(Intentionally Deleted)

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following: EXCEPT AS SET FORTH BELOW OR ELSEWHERE IN THIS LEASE, ALL SERVICES, IMPROVEMENTS, ALTERATIONS, REPAIRS, AND UTILITIES AS DEFINED BY THIS LEASE. THIS SHALL BE A FULL SERVICE LEASE.

- a). FIRE & LIFE SAFETY: within 180 days of execution of this lease, the Lessor shall correct all deficiencies and comply with all recommendations and findings of attachment #4, Fire Protection & Life Safety Evaluation report prepared by a Certified Fire Protection Engineer, as well as the recommendations and findings of the GSA Fire Protection Engineering Section's review of the report
- b). TENANT IMPROVEMENTS: The annual rental rate recited in Paragraph 3 does not include the cost of amortization of tenant improvements. The Government accepts the demised premises area "As Existing" condition with the exception that the Lessor shall ensure that the space meets and complies with all ABAAS standards according to the SFO.
- c). Pursuant to SFO paragraph 1.11 "Building Shell Requirements" of the SFO, it is agreed that the Government's acceptance of such items "as existing" does not relieve the Lessor from obligation in the Lease for future alterations, maintenance, repairs, replacements and/or other improvements, and all such future alterations, repairs, replacements and/or other improvements shall be performed in compliance with the standards set forth in the SFO and shall result in the quality and function of the premises no less than the quality and function indicated in the SFO.
- d). Pursuant to SFO paragraphs 7.1, 7.2, & 7.3, utilities and maintenance will be provided daily, extending from 7:00 am to 6:00 pm, Monday through Friday and 9:00 am to 1:00 pm on Saturday, excluding Sunday and federal holidays. Any additional overtime hours requested beyond the stated normal hours of operation shall be subject to the HVAC Overtime rate which shall be \$45.00 per hour, such rate to be adjusted from time to time. The minimum hour for weekend usage is 4 hours. Any adjustment to the HVAC Overtime adjustment rate shall be memorialized through mutual execution of a Supplemental Lease Agreement.
- e). Daytime cleaning: Lessor shall perform all janitorial work in the Government's space between 8:30 am and 4:30 pm, Monday through Friday. The Lessor will provide daytime cleaning at a rate of \$0.80/BRSF (equivalent to \$0.952/BOASF) above the building's pro rata cleaning cost. This additional cost of daytime cleaning services shall be paid for by the Government through a lump sum payment.
- f). The Government already occupies the premises under lease GS-11B-00183 that expired on October 4, 2006.
- g). Pursuant to SFO paragraph 9.31 "Shatter-resistant Window Protection Requirement", the Lessor shall provide shatter-resistant window protection in Government-occupied space at no additional cost to the Government.
- h). Lease Number GS-11B-00183 has expired by its terms and the referenced premises is the subject of this separate, subsequent Lease between the parties. Neither party waives its rights to bring any claims or suits with respect to Lease No. GS-11B-00183, nor to pursue any outstanding claims or amounts which may be known or unknown at the time of execution of this Lease.
- i). To the extent the existing condition of the finished ceiling (including, without limitation, height, tiles, and lighting fixtures) in the Premises may not meet the SFO specifications, the Government agrees to accept the existing condition as a suitable alternative to the stipulated requirement; provided, however, that Lessor shall continue to perform all maintenance and repair obligations to the same as set forth in the SFO.

7. The following are attached and made a part hereof:

- 1) SOLICITATION FOR OFFERS (SFO) #07-025, 48 PAGES
- 2) RIDER #1, 1 PAGE
- 3) RIDER #2, 1 PAGE
- 4) RIDER #3, 1 PAGE
- 5) ATTACHMENT #1 TO THE SFO, RATE STRUCTURE, 1 PAGE
- 6) ATTACHMENT #2 TO THE SFO, CONSTRUCTION SCHEDULE, 1 PAGE
- 7) ATTACHMENT #3 TO THE SFO, SCOPE OF WORK FOR DID'S & CONSTRUCTION SCHEDULE TASK, 2 PAGES
- 8) ATTACHMENT #4 TO THE SFO, FIRE PROTECTION & LIFE SAFETY EVALUATION, 14 PAGES
- 9) GSA FORM 1364 PROPOSAL TO LEASE SPACE, 2 PAGES
- 10) GSA FORM 1217 LESSORS ANNUAL COST ESTIMATE, 1 PAGE
- 11) GSA FORM 3516 SOLICITATION PROVISION, 1 PAGE
- 12) GSA FORM 3517B GENERAL CLAUSES, 28 PAGES
- 13) GSA FORM 3518 REPRESENTATIONS AND CERTIFICATIONS, 4 PAGES
- 14) FLOOR PLAN "EXHIBIT A", 1101 WILSON BOULEVARD, PUBLIC LOBBIES, 2 PAGES
- 15) FLOOR PLAN "EXHIBIT B", 1101 WILSON BOULEVARD, 12TH FLOOR PLAN, 2 PAGES

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written

LESSOR: 1101 Wilson Owner, LLC

(b) (6)

BY

(Signature)

President & CEO

(Title)

IN THE PRESENCE OF:

BY

(b) (6)

Name:

230 Park Avenue - Suite 500  
New York, NY 10017

(Address)

UNITED STATES OF AMERICA

(b) (6)

BY

(Signature)

CONTRACTING OFFICER, GSA, NCR, WPD

(Official title)

STANDARD FORM 2  
FEBRUARY 1965 EDITION

EXCEPTION TO SF2 APPROVED  
REVISED 11/19/2007

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 2 TO LEASE NO. GS-11B-01954	DATE FEB 13 2009
ADDRESS OF PREMISES 1101 Wilson Blvd Arlington, VA 22209-2211		
THIS AGREEMENT, made and entered into this date by and between 1101 Wilson Owner, LLC whose address is: 230 Park Avenue, Suite 500 New York, NY 10169-0005		
Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:		
WHEREAS, the parties hereto desire to amend the above Lease.		
NOW THEREFORE, these parties for the considerations hereinafter covenant and agree that the said lease is hereby amended effective February 5, 2009 as follows:		
Issued to reflect the annual operating cost escalation provided for in the basic lease agreement.		
Base (CPI-W-U.S. City Avg) Corresponding Index Base Operating Cost Per Lease % Increase in CPI-W Annual Increase in Operating Cost Less Previous Escalation Paid Annual Increase in Operating Cost Due Lessor	Jan 2008 Jan 2009	208.74 205.700 <div style="background-color: black; color: red; padding: 2px;">(b) (4)</div> <div style="background-color: black; width: 100px; height: 100px; margin-top: 10px;"></div>
Effective February 5, 2009, the annual rent is increased by <div style="background-color: black; color: red; padding: 2px;">(b) (4)</div>		
The new annual rent is \$793,904.61 payable at the rate of \$68,158.72 per month, in arrears.		
The rent check shall be made payable to:		
1101 Wilson Owner, LLC Monday Properties Suite 500 New York, NY 10169-0005		
All other terms and conditions of the lease shall remain in force and effect.		
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.		
LESSOR: 1101 Wilson Owner, LLC		
BY _____ (Signature)	_____ (Title)	
IN THE PRESENCE OF		
_____ (Signature)	_____ (Address)	
UNITED STATES OF AMERICA		
BY <div style="background-color: black; color: red; padding: 2px;">(b) (6)</div> (Signature)	Contracting Officer, GSA, NCR, PBS, Metropolitan Services Division (Official Title)	

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>SUPPLEMENTAL LEASE AGREEMENT</b>	<b>SUPPLEMENTAL AGREEMENT</b>  No. 3	<b>DATE</b>  NOV - 4 2009
<b>TO LEASE NUMBER:</b> GS-11B-01991		Page 1 of 2
Address of Premises: 1101 Wilson Boulevard Arlington, VA 22209		
<b>THIS AGREEMENT, made and entered into this date by and between: 1101 Wilson Owner, LLC</b>  <b>Whose address is:</b> c/o Monday Properties 230 Park Avenue, Suite 500 New York, NY 10169 Attn: Theresa Piscitelli		
Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government.		
<b>WHEREAS, the parties hereto desire to amend the above Lease.</b>		
<b>NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended upon execution by the Government as follows:</b>		
1. <u>Extended Term.</u> This SLA is issued to extend the term of this Lease for a period of five (5) years from October 5, 2011 through October 4, 2016 (the "Extended Term"). The Government may terminate this Lease, effective as of October 4, 2015 by providing written notice to the Lessor no later than October 4, 2014, and no rent shall accrue after the effective date of termination so long as the Government vacates the entire Premises (defined below) on or before such effective date. Said notice shall be computed from the date of mailing. The Government shall have no renewal rights and no termination rights except as set forth in the GSA Form 3517B included in the Lease.		
2. <u>Rent and Additional Rent during Extended Term.</u> The premises consists of 4,029 BOMA rentable square feet (BRSF) (3,386 BOMA Office Area (BOASF)) of office space (the "Premises") on a portion of the 12th floor of the building. Effective as of October 5, 2011, the annual rent shall be \$169,218.00 (4,029 BRSF x \$42.00 per BRSF) <u>plus</u> all accrued operating expense adjustments and real estate tax adjustments over the original base amounts calculated in accordance with the Lease, payable at the rate of \$14,101.50 per month, in arrears. During the Extended Term, operating expense adjustments, real estate tax adjustments, and any other additional rent or additional charges, if any, shall continue to be made in accordance with the terms of the Lease with no change to the base amounts or base years.		
(continued on next page)		
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.		
LESSOR: 1101 Wilson Owner, LLC (b) (6)		
BY: _____ Anthony Westreich	_____ President (Title)	
IN THE PRESENCE OF (witnessed by): (b) (6)		
_____ (Signature)	230 Park Ave, Suite 510, NY, NY 10169 (Address)	
UNITED STATES OF AMERICA (b) (6)		
BY: _____ TC Hairston	Contracting Officer, GSA, NCR, (WP4PRDL) (Official Title)	

3. Condition of Premises. The Government shall accept and continue to occupy the Premises in their "as-existing" condition and the Lessor shall have no obligation whatsoever to make any structural or other improvements in or to any part of the Premises or the building in the preparation for the Government's occupancy during the Extended Term, except that the acceptance of the Premises "as-existing" shall not relieve the Lessor from future alterations, repairs, maintenance, replacements or other obligations set forth in the SFO which shall be performed in accordance with the standards set forth in the SFO and result in the continued quality and function of the Premises at or above their levels as of the date of this SLA. Lessor represents that, to Lessor's knowledge, the Premises are in good repair and tenantable condition as of the date hereof.
4. Commission. Studley, Inc. is the authorized real estate broker representing GSA in connection with this lease amendment transaction. The Lessor has agreed to pay to Studley, Inc. a cooperating lease commission of (b) (4) [REDACTED]. The Lessor agrees to pay Studley, Inc., 555 13<sup>th</sup> Street, N.W., Suite 420 East, Washington, DC 20004, the commission in the lump sum amount of (b) (4) [REDACTED] which shall be due to Studley, Inc. upon execution and delivery of this SLA by the Government and payable not later than thirty (30) days after receipt of an invoice from Studley, Inc.
5. Rent Abatement. As part of the overall transaction, the Lessor has agreed to provide the Government with free rent in the amount of \$6,971.78 which shall be paid as free rent during the first full month of the Extended Term.
6. Lessor's Relocation Right. Pursuant to (a) the Government's termination right set forth in Lease No. GS-11B-00191 at 1400 Key Boulevard, Arlington, VA 22209, and (b) the Government's termination right set forth in Lease No. GS-11B-00202 at 1401 Wilson Boulevard, Arlington, VA 22209 (the "Government's Related Lease Termination Rights"), if the Government exercises either of the Government's Related Lease Termination Rights, the Lessor shall have the right (the "Lessor's Relocation Right") to relocate the Government under this Lease (i.e., GS-11B-01991) to either of the premises vacated by the Government's exercise of the Government's Related Lease Termination Rights and to terminate this Lease as of the date of such relocation. Such relocation shall be exercised in the Lessor's sole discretion upon not less than 180 days prior written notice to the Government. If the Lessor exercises the Lessor's Relocation Right, the Lessor will effect such relocation pursuant to the terms of Lease No. GS-11B-00191 or Lease No. GS-11B-00202, as applicable. The Government shall be provided "like for like" space at the relocation premises. In the event of such a move, the Government's percentage of occupancy, square footage, and base amounts for operating expense adjustments and real estate tax adjustments may change. If applicable, such changes shall be memorialized in a Supplemental Lease Agreement. If such relocation results in an assignment of this Lease (rather than a termination), the Government shall recognize such assignment and execute a Novation Agreement. The Government shall surrender the Premises in "broom clean" condition and otherwise in accordance with the terms and conditions of the Lease.
7. Payment Obligation. This document will not constitute a payment obligation until the date of execution by the United States. As a result, even though payments will be made retroactively, no monies whatsoever are due under this agreement until thirty days after the date of execution by the Government's Contracting Officer.
8. All other terms and conditions of the Lease shall remain in force and effect.

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GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 4 TO LEASE NO. GS-11B-01807	DATE MAR 14 2008
ADDRESS OF PREMISES 1101 Wilson Boulevard Arlington, VA 22209		
THIS AGREEMENT, made and entered into this date by and between 1101 Property Associates, LLC whose address is: c/o Monday Properties: Timothy Helmig 1000 Wilson Blvd, Suite 700 Arlington, VA 22209		
Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:		
WHEREAS, the parties hereto desire to amend the above Lease.		
NOW THEREFORE, these parties for the considerations hereinafter covenant and agree that the said lease is hereby amended as follows:		
Issued to reflect the annual real estate tax escalation provided for in the basic lease agreement.		
COMPARISON YEAR	2007	\$898,620.30
BASE YEAR	2006	\$838,911.36
INCREASE		\$59,708.94
Government Share		4.30%
Amount Due for Current Year		\$2,567.48
The Lessor is entitled to a one-time lump sum payment in the amount of \$2,567.48 payable in arrears. This amount shall be credited in your next rent check to:		
1101 Property Associates, LLC c/o Monday Properties: Timothy Helmig 1000 Wilson Blvd, Suite 700 Arlington, VA 22209		
All other terms and conditions of the lease shall remain in force and effect.		
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.		
LESSOR: 1101 Property Associates, LLC		
BY _____ (Signature) _____ (Title)		
IN THE PRESENCE OF _____ (Signature) _____ (Address)		
UNITED STATES OF AMERICA (b) (6)		
BY _____ Contracting Officer, GSA, NCR, PBS, NoVA (Signature) _____ (Official Title)		



GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 4 TO LEASE NO. GS-11B-01091	DATE JAN - 7 2010
ADDRESS OF PREMISES 1101 Wilson Blvd Arlington, VA 22209		
THIS AGREEMENT, made and entered into this date by and between: 1101 Wilson Owner, LLC whose address is: <div style="text-align: center;">230 Park Avenue, Suite 500 New York, NY 10169</div>		
Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:		
WHEREAS, the parties hereto desire to amend the above Lease.		
NOW THEREFORE, these parties for the considerations hereinafter covenant and agree that the said lease is hereby amended as follows:		
Issued to reflect the annual real estate tax escalation provided for in the basic lease agreement.		
COMPARISON YEAR	2007	\$1,136,711.82
BASE YEAR	2006	\$904,475.50
INCREASE		\$232,236.33
Government Share		1.20%
Amount Due for Current Year		\$2,786.84
The Lessor is entitled to a one-time lump sum payment in the amount of payable in arrears. This amount shall be credited in the next rent check to:		\$2,786.84
1101 Wilson Owner, LLC c/o Monday Properties Attn: Theresa Piscitelli 230 Park Avenue, Suite 500 New York, NY 10169		
All other terms and conditions of the lease shall remain in force and effect.		
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.		
LESSOR: 1101 Wilson Owner, LLC		
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">           BY _____            (Signature)         </div> <div style="width: 45%;">           _____            (Title)         </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;">           IN THE PRESENCE OF            _____            (Signature)         </div> <div style="width: 45%;">           _____            (Address)         </div> </div>		
UNITED STATES OF AMERICA		
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">           BY <span style="background-color: black; color: red; padding: 2px;">(b) (6)</span>            _____            (Signature)         </div> <div style="width: 45%;">           Contracting Officer, GSA, NCR, PBS, NoVA            _____            (Official Title)         </div> </div>		





GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

No. 0

DATE

Jan 14, 2010

TO LEASE NO.

GS-11B-01991

ADDRESS OF PREMISES

1101 Wilson Blvd  
Arlington, VA 22209

THIS AGREEMENT, made and entered into this date by and between: 1101 Wilson Owner, LLC  
whose address is:

230 Park Avenue, Suite 500  
New York, NY 10169

Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter covenant and agree that the said lease is hereby amended as follows:

Issued to reflect the annual real estate tax escalation provided for in the basic lease agreement.

For the 2008 Real Estate Tax bill, the Lessor filed a Tax appeal that was awarded to them.  
Their 2008 Real Estate Tax was reassessed resulting in a savings of \$22,108.58 in their taxes.  
The Lessor had to pay a Tax Appeal Fee of 25% of the savings amount to their Lawyers.  
GSA is reimbursing the Lessor for the full amount for that Tax Appeal Fee

\$5,527.15

The Lessor is entitled to a one-time lump sum payment in the amount of \$5,527.15  
payable in arrears. This amount shall be credited in the next rent check to:

1101 Wilson Owner, LLC  
c/o Monday Properties Attn: Theresa Piscitelli  
230 Park Avenue, Suite 500  
New York, NY 10169

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: 1101 Wilson Owner, LLC

BY \_\_\_\_\_  
(Signature)

(Title)

IN THE PRESENCE OF

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Address)

UNITED STATES OF AMERICA

(b) (6)

BY

\_\_\_\_\_  
Contracting Officer, GSA, NCR, PBS, NoVA  
(Official Title)

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT  
No. 7

DATE

TO LEASE NO. GS-11B-01991

ADDRESS OF PREMISES

1101 Wilson Blvd

Arlington, VA 22209-2211

THIS AGREEMENT, made and entered into this date by and between 1101 Wilson Owner, LLC  
whose address is: 230 Park Avenue, Suite 500  
New York, NY 10169-0005

Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter covenant and agree that the said lease is  
hereby amended effective October 5, 2009 as follows:

Issued to reflect the annual operating cost escalation provided for in the basic lease agreement.

Base (CPI-W-U.S. City Avg)	Sept	2008	214.94
Corresponding Index	Sept	2009	211.322
Base Operating Cost Per Lease			
% Increase in CPI-W			(b) (4)
Annual Increase in Operating Cost			
Less Previous Escalation Paid			
Annual Increase in Operating Cost Due Lessor			

Effective October 5, 2009, the annual rent is increased by (b) (4)  
The new annual rent is \$154,584.63 payable at the rate of \$12,882.05 per month, in arrears.  
The rent check shall be made payable to:

1101 Wilson Owner, LLC  
Monday Properties  
230 Park Avenue, Suite 500  
New York, NY 10169-0005

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: 1101 Wilson Owner, LLC

BY

(Signature)

(Title)

IN THE PRESENCE OF

(Signature)

(Address)

UNITED STATES OF AMERICA

(b) (6)

BY

(Signature)

Contracting Officer, GSA, NCR, PBS, Metropolitan Services Division  
(Official Title)

<b>GENERAL SERVICES ADMINISTRATION</b> <b>PUBLIC BUILDINGS SERVICE</b> <b>SUPPLEMENTAL LEASE AGREEMENT</b>	<b>SUPPLEMENTAL AGREEMENT</b> No. 7 TO LEASE NO. <b>GS-11B-01807</b>	DATE <b>6/18/2009</b>																												
<b>ADDRESS OF PREMISES</b> 1101 Wilson Blvd Arlington, VA 22209-3906																														
THIS AGREEMENT, made and entered into this date by and between <b>1101 Wilson Owner, LLC</b> whose address is: <b>c/o Monday Properties</b> <b>230 Park Avenue Suite 500</b> <b>New York, NY 10169</b> Hereinafter called the Lessor, and the <b>UNITED STATES OF AMERICA</b> , hereinafter called the Government: WHEREAS, the parties hereto desire to amend the above Lease. NOW THEREFORE, these parties for the considerations hereinafter covenant and agree that the said lease is hereby amended effective <b>May 31, 2009</b> as follows: Issued to reflect the annual operating cost escalation provided for in the basic lease agreement.																														
<table style="width: 100%; border: none;"> <tr> <td style="width: 40%;">Base (CPI-W-U.S. City Avg)</td> <td style="width: 10%;">April</td> <td style="width: 10%;">2008</td> <td style="width: 40%; text-align: right;">210.70</td> </tr> <tr> <td>Corresponding Index</td> <td>April</td> <td>2009</td> <td style="text-align: right;">207.925</td> </tr> <tr> <td>Base Operating Cost Per Lease</td> <td></td> <td></td> <td style="text-align: right;">(b) (4)</td> </tr> <tr> <td>% Increase in CPI-W</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Annual Increase in Operating Cost</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Less Previous Escalation Paid</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Annual Increase in Operating Cost Due Lessor</td> <td></td> <td></td> <td></td> </tr> </table>			Base (CPI-W-U.S. City Avg)	April	2008	210.70	Corresponding Index	April	2009	207.925	Base Operating Cost Per Lease			(b) (4)	% Increase in CPI-W				Annual Increase in Operating Cost				Less Previous Escalation Paid				Annual Increase in Operating Cost Due Lessor			
Base (CPI-W-U.S. City Avg)	April	2008	210.70																											
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Base Operating Cost Per Lease			(b) (4)																											
% Increase in CPI-W																														
Annual Increase in Operating Cost																														
Less Previous Escalation Paid																														
Annual Increase in Operating Cost Due Lessor																														
Effective <b>May 31, 2009</b> , the annual rent is decreased by <b>(b) (4)</b> The new annual rent is <b>\$294,896.91</b> payable at the rate of <b>\$24,574.74</b> per month. The rent check shall be made payable to: <div style="margin-left: 200px;"> <b>1101 Wilson Owner, LLC</b>  <b>c/o Monday Properties</b>  <b>230 Park Avenue Suite 500</b>  <b>New York, NY 10169</b> </div>																														
All other terms and conditions of the lease shall remain in force and effect. IN WITNESS WHEREOF, the parties subscribed their names as of the above date.																														
<b>LESSOR: 1101 Wilson Owner, LLC</b>  BY _____ (Signature) _____ (Title)																														
IN THE PRESENCE OF  (Signature) _____ (Address)																														
<b>UNITED STATES OF AMERICA</b> <b>(b) (6)</b> BY _____ (Signature) _____ <u>Contracting Officer, GSA, NCR, PBS, Metropolitan Services Division</u> (Official Title)																														

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE  SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT  No. 8	DATE  OCT 30 2009
		TO LEASE NUMBER: GS-11B-01807
Address of Premises: 1101 Wilson Boulevard Arlington, VA 22209		
THIS AGREEMENT, made and entered into this date by and between: 1101 Wilson Owner, LLC		
Whose address is: c/o Monday Properties 230 Park Avenue, Suite 500 New York, NY 10169 Attn: Theresa Piscitelli		
Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government.		
WHEREAS, the parties hereto desire to amend the above Lease.		
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended upon execution by the Government as follows:		
<ol style="list-style-type: none"> <li><u>Extended Term.</u> This SLA is issued to extend the term of this Lease for a period of five (5) years from May 31, 2011 through May 30, 2016 (the "Extended Term"). The Government may terminate this Lease, effective as of May 30, 2015, by providing written notice to the Lessor no later than May 30, 2014, and no rent shall accrue after the effective date of termination so long as the Government vacates the entire Premises (defined below) on or before such effective date. Said notice shall be computed from the date of mailing. The Government shall have no renewal rights and no termination rights except as set forth in the GSA Form 3517B included in the Lease.</li> <li><u>Rent and Additional Rent during Extended Term.</u> The premises consists of 12,093 BOMA rentable square feet (BRSF) (11,307 BOMA Office Area (BOASF)) of office space (the "Premises") on portions of the 8th floor of the building. Effective as of May 31, 2011, the annual rent shall be \$507,906.00 (12,093 BRSF x \$42.00 per BRSF) plus all accrued operating expense adjustments and real estate tax adjustments over the original base amounts calculated in accordance with the Lease, payable at the rate of \$42,325.50 per month, in arrears. During the Extended Term, operating expense adjustments, real estate tax adjustments, and any other additional rent or additional charges, if any, shall continue to be made in accordance with the terms of the Lease with no change to the base amounts or base years.</li> </ol> <p style="text-align: center;">(continued on next page)</p>		
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.		
LESSOR: 1101 Wilson Owner, LLC BY: <u>(b) (6)</u> Anthony Westreich _____ President (Title)		
IN THE PRESENCE OF (witnessed by): <u>(b) (6)</u> _____ (Signature)		
UNITED STATES OF AMERICA BY: <u>(b) (6)</u> _____ Contracting Officer, GSA, NCR, (WP4PRDL) (Official Title)		



3. Condition of Premises. The Government shall accept and continue to occupy the Premises in their "as-existing" condition and the Lessor shall have no obligation whatsoever to make any structural or other improvements in or to any part of the Premises or the building in the preparation for the Government's occupancy during the Extended Term, except that the acceptance of the Premises "as-existing" shall not relieve the Lessor from future alterations, repairs, maintenance, replacements or other obligations set forth in the SFO which shall be performed in accordance with the standards set forth in the SFO and result in the continued quality and function of the Premises at or above their levels as of the date of this SLA. Lessor represents that, to Lessor's knowledge, the Premises are in good repair and tenantable condition as of the date hereof.
4. Commission. Studley, Inc. is the authorized real estate broker representing GSA in connection with this lease amendment transaction. The Lessor has agreed to pay to Studley, Inc. a cooperating lease commission of (b) (4). The Lessor agrees to pay Studley, Inc., 555 13<sup>th</sup> Street, N.W., Suite 420 East, Washington, DC 20004, the commission in the lump sum amount of (b) (4) which shall be due to Studley, Inc. upon execution and delivery of this SLA by the Government and payable not later than thirty (30) days after receipt of an invoice from Studley, Inc.
5. Rent Abatement. As part of the overall transaction, the Lessor has agreed to provide the Government with free rent in the amount of \$20,925.73 which shall be paid as free rent during the first full month of the Extended Term.
6. Payment Obligation. This document will not constitute a payment obligation until the date of execution by the United States. As a result, even though payments will be made retroactively, no monies whatsoever are due under this agreement until thirty days after the date of execution by the Government's Contracting Officer.
7. All other terms and conditions of the Lease shall remain in force and effect.

(The Remainder of the Page Left Intentionally Blank)

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 9 TO LEASE NO. GS-11B-01807	DATE
ADDRESS OF PREMISES 1101 Wilson Boulevard Arlington, VA 22209		
THIS AGREEMENT, made and entered into this date by and between 1101 Property Associates, LLC whose address is: c/o Monday Properties: Timothy Helmig 1000 Wilson Blvd, Suite 700 Arlington, VA 22209		
Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:		
WHEREAS, the parties hereto desire to amend the above Lease.		
NOW THEREFORE, these parties for the considerations hereinafter covenant and agree that the said lease is hereby amended as follows:		
Issued to reflect the annual real estate tax escalation provided for in the basic lease agreement.		
COMPARISON YEAR	2009	\$1,224,940.32
BASE YEAR	2006	\$838,911.38
INCREASE		\$386,028.96
Government Share		4.30%
Amount Due for Current Year		\$16,599.25
The Lessor is entitled to a one-time lump sum payment in the amount of \$16,599.25 payable in arrears. This amount shall be credited in your next rent check to:		
1101 Property Associates, LLC c/o Monday Properties: Timothy Helmig 1000 Wilson Blvd, Suite 700 Arlington, VA 22209		
All other terms and conditions of the lease shall remain in force and effect.		
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.		
LESSOR: 1101 Property Associates, LLC		
BY _____ (Signature)	_____ (Title)	
IN THE PRESENCE OF		
_____ (Signature)	_____ (Address)	
UNITED STATES OF AMERICA		
BY <span style="background-color: black; color: red;">(b) (6)</span> (Signature)	Contracting Officer, GSA, NCR, PBS, NoVA (Official Title)	

STANDARD FORM 2  
FEBRUARY 1965 EDITION  
GENERAL SERVICES ADMINISTRATION  
FPR (41CFR) 101-11.601

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE:

LEASE #GS-11B-00191

JUN 28 2000

THIS LEASE, made and entered into this date between: Nash Street Associates

Whose address is: 1000 Wilson Boulevard  
Suite, 700  
Arlington, Virginia 22209

And whose interest in the property hereinafter described is that of OWNER, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the Government.

\*\*\*\*\*

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 47,156 BOMA Rentable Square Feet (RSF) or 41,600 BOMA Office Usable Square Feet (BOUSF) office and related space, including the entire A level (21,223 RSF/19,085 USF), B level (7,409 RSF/6,663 USF), 5th floor (9,262 RSF/7,926 USF), and the 6th floor (9,262 RSF/7,926 USF), in the building known as 1400 Key Boulevard, Arlington, Virginia 22209

To be used for SUCH PURPOSES AS DETERMINED BY THE GOVERNMENT.

\*\*\*\*\*

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the SUCCEEDING FIVE (5) YEAR FIRM TERM beginning March 3, 2000, through March 2, 2005, subject to termination and renewal rights as may be hereinafter set forth.

\*\*\*\*\*

3. The Government shall pay the Lessor an annual rent of \$977,600 (\$20.73/RSF and \$23.50 BOUSF) at the rate of \$81,466.66 per MONTH in arrears. Rent for a lesser period or lesser space shall be prorated. Rent checks shall be payable to:

Nash Street Associates  
1000 Wilson Boulevard  
Suite, 700  
Arlington, Virginia 22209

The Government's share of tax increases/ decreases and percentage of occupancy for the purpose of computing tax adjustments per the SFO, in Paragraph 2.4 entitled "TAX ADJUSTMENTS" shall be 30.42%. The Government's base costs of services and utilities for the purpose of calculating operating cost escalations as described in the SFO. Paragraph 2.6 entitled "Operating Costs" shall be (b) (4) as indicated on the GSA Form 1217 attached hereto.

\*\*\*\*\*

4. The government may terminate this lease at any time by giving at least \_\_\_\_\_ days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

\*\*\*\*\*

5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:

The Government shall have the right to (1) renewal option for a FIVE-YEAR TERM at an annual rental rate of \$1,227,200 (\$29.50/RSF and \$28.02/ BOUSF), payable at the rate of \$102,266.66 per Month in arrears. Such rate shall be inclusive of adjusted future operating costs. The renewal option shall become effective provided notice be given in writing to the Lessor at least 180 days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

LESSOR JH GOV'T [Signature]

EXCEPTION TO SF2 APPROVED GSA/IRMS 12D89

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

EXCEPT AS SET FORTH BELOW OR ELSEWHERE IN THIS LEASE, ALL SERVICES, IMPROVEMENTS, ALTERATIONS, REPAIRS, AND UTILITIES AS DEFINED BY THIS LEASE.

- a) The annual rent set forth in paragraph 3 is inclusive of the Lessor providing all Warm Lit Shell requirements including, but not limited to, full compliance with all Fire and Life Safety, full handicapped accessibility compliance, new paint, carpet, and cove base installed throughout the Government demised area. The Lessor shall be responsible for the removal and replacement of traditional furniture. Connect/reconnect of systems furniture is excluded from the Lessor's responsibilities.
- b) Normal hours of operation are extended from 7 AM to 6 PM daily and Saturdays from 9 AM to 1 PM except Sundays and Federal holidays and in accordance with the buildings normal working hours. See paragraph 6.3 of the SFO entitled "NORMAL HOURS". The overtime rate for services and utilities is \$25 per hour, which is a comprehensive rate that does not include personnel costs, for the entire Government demised area. The minimum hours for weekend overtime charged for each usage is 3 hours. See paragraph 6.4 of the SFO entitled "Overtime Usage".
- c) All Government owned equipment shall be sub-metered and the cost of utility consumption for such equipment shall be borne by the Government tenant.
- d) Included in the rent, is a Tenant Improvement allowance in the amount of \$0 (\$0.00/ BOUSF). The Government will amortize the Tenant Improvement allowance at an annual interest rate of 0.0%. The Government reserves the right to de-amortize any unused allowance at the rate of 0% interest per annum.
- e) The Lessor shall comply with all Fire and Life Safety and handicapped accessibility requirements for all space under this lease.
- f) Cleaning is to be performed after tenant working hours. The rate for daytime cleaning is an additional \$.20 per BOUSF.
- g) Within 60 days of Lease execution, the Lessor shall provide the Government with as-built CAD files and drawing per the SFO, paragraphs 3.4 and 3.5.

7. The following are attached and made a part hereof:

1. SOLICITATION FOR OFFERS #99-025, 25 PAGES
2. ATTACHMENT #1, 1 PAGE
3. ATTACHMENT #2 TO THE SOLICITATION FOR OFFERS, 1 PAGE(S)
4. ATTACHMENT #3 TO THE SOLICITATION FOR OFFERS, 2 PAGES
5. ATTACHMENT #5 TO THE SOLICITATION FOR OFFERS, 2 PAGES
6. GSA FORM 1217, LESSOR'S COST STATEMENT, 1 PAGE(S)
7. GSA FORM 3517, GENERAL CLAUSES, 28 PAGE(S)
8. GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS, 4 PAGE(S)
9. FLOORPLAN(S) OF LEASED AREA, 3 PAGE(S)
10. RIDER, 1 PAGE

8. The following changes were made in this lease prior to its execution: Paragraph 4 was deleted in its entirety.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR:

BY (b) (6) BY Timothy H. Helmig, Vice President  
(b) (6) 1000 Wilson Blvd. suite 700  
IN PRESENCE OF (b) (6) ADDRESS Arlington, Va. 22209

UNITED STATES OF AMERICA

BY (b) (6) CONTRACTING OFFICER, GSA, NCR, OPR, RED

US GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE

MAY 25 2006

LEASE NO.

GS-11B-01862

THIS LEASE, made and entered into this date by and between

Nash Street Property Associates, LLC, by: Rosslyn Holdings LLC, a Delaware limited liability company, its sole member

whose address is c/o Monday Properties  
1000 Wilson Boulevard, Suite 700  
Arlington, Virginia 22209

and whose interest in the property hereinafter described is that of Owner

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 10,606 BOMA rentable square feet (BRSF) of office and related space, consisting of 9,690 BOMA Office area square feet (BOASF). The Premises is comprised of a portion of Level 'C' consisting of two blocks of space (2,343 BRSF / 2,141 BOASF and 8,263 BRSF / 7,549 BOASF) at 1400 Key Boulevard, Arlington, Virginia, 22209. (See Exhibit A for Floor Plan)

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on July 10, 2005 through July 9, 2010, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent as follows: For the period from July 10, 2005 through July 9, 2010, \$296,968.00 (\$26.00 per BRSF or \$30.66 per BOASF) at the rate of \$24,747.33 per month in arrears. The rental rates above do not include any cost to the Lessor for providing any tenant improvements or daytime cleaning, which will be paid for separately by the Government from the rent via a Reimbursable Work Authorization (RWA).

Rent checks shall be made payable to Nash Street Property Associates, LLC, c/o Monday Properties, 1000 Wilson Boulevard, Suite 700, Arlington, Virginia 22209

4. The Government may terminate this lease, in whole, on or after July 10, 2009 by giving the Lessor at least 180 days notice in writing. No rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the day of mailing.

5. ~~This lease may be renewed at the option of the Government, for the following terms and at the following rentals:~~

~~One FIVE YEAR TERM \_\_\_\_\_ at an annual rental rate of \_\_\_\_\_ at the rate of \_\_\_\_\_ monthly in arrears in addition to operating cost adjustments from the original term. The renewal option shall become effective provided written notice of the Government's intent to exercise the option is provided to the Lessor at least 180 days prior to the expiration of the original lease term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.~~

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

A. All services, utilities, alterations, repairs, maintenance, as well as any other rights and privileges stipulated by this Lease and its attachments are included.

7. In accordance with SFO Paragraph 3.5 (Operating Costs Base), the Operating Cost is established as (b) (4) which equates to (b) (4). This Operating Cost Base does not include the cost of the Lessor providing daytime cleaning, which will be paid for separately from the rent via an RWA.

8. The Lessor shall provide daytime cleaning services for the 8,263 BRSF (7,549 BOASF) portion of the Government leased space (crosshatched and highlighted in Blue on the Floor Plan labeled Exhibit A to this lease). These services shall be provided for an annual cost of \$7,171.55. The cost of these services shall be paid separately from the rental rate outlined in paragraph 3 and 5 of this Standard Form 2 and shall be paid by the Government via an RWA.

9. In accordance with SFO Paragraph 3.2 (Tax Adjustment), the percentage of Government occupancy is established as 6.4%. (Based on Government occupancy of 10,606 BRSF and total building area of 164,637 BRSF).

CEO

fb

10. In accordance with SFO Paragraph 3.11 (Adjustment for Vacant Premises), the rate for adjustment for heating and air conditioning and other operating expenses which can be avoided if the Government vacates 50% or more of the leased space shall be \$1.00 per BOMA office area square foot.
11. In accordance with SFO Paragraph 7.3 (Overtime Usage), the overtime rate for services, and utilities and maintenance is \$30.00 per hour, which is a comprehensive rate, for the entire Government demised area. The overtime rate for services and utilities for Sundays or holidays is \$30.00 per hour, which is a comprehensive rate, for the entire Government demised area. The minimum hours for weekend usage is 4 hours.
12. In accordance with SFO Paragraph 1.10 (Broker Commission), a cooperative, tenant broker fee due from the Lessor or agent for the Lessor of (b) (4) is established as part of the Best and Final Offer dated December 8, 2005 (Gross Rental Rate, net of the (b) (4) Firm Term (4 Years) x Broker Fee Percentage (b) (4). No commission shall be paid for any term beyond the four year firm term of this lease. One hundred percent (b) (4) of the fee is due and payable within 30 days of lease execution. The fee(s) is paid to: Equis Corporation, Attn: Mr. Brian Adelman, 161 North Clark Street, Suite 2400, Chicago, Illinois 60601.
13. The following are attached and made a part hereof:
- A. Solicitation for Offers No. 04-035 - 38 pages.
  - B. GSA Form 1364 entitled Proposal to Lease Space - 2 pages.
  - C. Attachment to GSA Form 1364 - 1 page.
  - D. Attachment 1 entitled Rate Structure - 7 pages.
  - E. Attachment 2 entitled Construction Schedule - 1 page.
  - F. Attachment 3 entitled Scope of Work for DID's and Construction Schedule Tasks - 2 pages.
  - G. Attachment 4 entitled Fire Protection & Life Safety Evaluation - 14 pages.
  - H. Solicitation for Offers No. 04-035 Amendment #1 dated October 12, 2004 - 3 pages.
  - I. GSA Form 1217 entitled Lessors Annual Cost Statement - 1 page.
  - J. GSA Form 3517B entitled General Clauses - 33 pages.
  - K. GSA Form 3518 entitled Representations and Certifications - 7 pages.
  - L. Exhibit A entitled 1400 Key Boulevard, Level 'C' - Floor Plan - 1 page.
14. The Government agrees to accept the leased space in its "as-is" condition and shall not require the Lessor to complete any Building Shell or Tenant Improvements as part of this lease.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: NASH STREET PROPERTY ASSOCIATES, LLC by: Rosslyn Holdings LLC, a Delaware limited liability company, its sole member

BY: Philip J. Brannigan, Jr.  
Managing Director

(b) (6)

(Signature)

IN THE PRESENCE OF:

(b) (6)

(Signature)

1 Federal St. Boston, MA 02110

(Address)

LESSEE: UNITED STATES OF AMERICA

(b) (6)

BY:

(Signature)

T. C. Halston, Branch Chief/Contracting Officer  
GENERAL SERVICES ADMINISTRATION  
(Official title)

APD

PK



10. In accordance with SFO Paragraph 3.11 (Adjustment for Vacant Premises), the rate for adjustment for heating and air conditioning and other operating expenses which can be avoided if the Government vacates 50% or more of the leased space shall be \$1.00 per BOMA office area square foot.
11. In accordance with SFO Paragraph 7.3 (Overtime Usage), the overtime rate for services, and utilities and maintenance is \$30.00 per hour, which is a comprehensive rate, for the entire Government demised area. The overtime rate for services and utilities for Sundays or holidays is \$30.00 per hour, which is a comprehensive rate, for the entire Government demised area. The minimum hours for weekend usage is 4 hours.
12. In accordance with SFO Paragraph 1.10 (Broker Commission), a cooperative, tenant broker fee due from the Lessor or agent for the Lessor of (b) (4) established as part of the Best and Final Offer dated December 8, 2005 [Gross Rental Rate, net of TIs (\$28.00 per BRSF) x BRSF (10,606 BRSF) x Firm Term (4 Years) x Broker Fee Percentage (1.6%)]. No commission shall be paid for any term beyond the four year firm term of this lease. One hundred percent (100%) of the fee is due and payable within 30 days of lease execution. The fee(s) is paid to: Equis Corporation, Attn: Mr. Brian Adelstein, 161 North Clark Street, Suite 2400, Chicago, Illinois 60601.
13. The following are attached and made a part hereof:
- A. Solicitation for Offers No. 04-035 - 38 pages.
  - B. GSA Form 1364 entitled Proposal to Lease Space - 2 pages.
  - C. Attachment to GSA Form 1364 - 1 page.
  - D. Attachment 1 entitled Rate Structure - 7 pages.
  - E. Attachment 2 entitled Construction Schedule - 1 page.
  - F. Attachment 3 entitled Scope of Work for DID's and Construction Schedule Tasks - 2 pages.
  - G. Attachment 4 entitled Fire Protection & Life Safety Evaluation - 14 pages.
  - H. Solicitation for Offers No. 04-035 Amendment #1 dated October 12, 2004 - 3 pages.
  - I. GSA Form 1217 entitled Lessors Annual Cost Statement - 1 page.
  - J. GSA Form 3517B entitled General Clauses - 33 pages.
  - K. GSA Form 3518 entitled Representations and Certifications - 7 pages.
  - L. Exhibit A entitled 1400 Key Boulevard, Level 'C' - Floor Plan - 1 page.
14. The Government agrees to accept the leased space in its "as-is" condition and shall not require the Lessor to complete any Building Shell or Tenant Improvements as part of this lease.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: NASH STREET PROPERTY ASSOCIATES, LLC by: Rosslyn Holdings LLC, a Delaware limited liability company, its sole member

BY Philip J. Brannigan, Jr.  
Managing Director

(b) (6)

(Signature)

IN THE PRESENCE OF:

(b) (6)

(Signature)

1 Federal St, Boston, MA 02110

(Address)

LESSEE: UNITED STATES OF AMERICA

(b) (6)

BY

(Signature)

T. C. Halston, Branch Chief/Contracting Officer  
GENERAL SERVICES ADMINISTRATION  
(Official title)

ASD

PK



GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	SUPPLEMENTAL AGREEMENT No. 8	DATE OCT 30 2009
SUPPLEMENTAL LEASE AGREEMENT		

TO LEASE NUMBER:  
GS-11B-01862

Page 1 of 2

Address of Premises: 1400 Key Boulevard  
Arlington, VA 22209

**THIS AGREEMENT, made and entered into this date by and between: Nash Street Property Associates, LLC**

Whose address is: c/o Monday Properties  
230 Park Avenue, Suite 500  
New York, NY 10169  
Attn: Theresa Piscitelli

Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government.

**WHEREAS, the parties hereto desire to amend the above Lease.**

**NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended upon execution by the Government as follows:**

1. Extended Term. This SLA is issued to extend the term of this Lease for a period of five (5) years from July 10, 2010 through July 9, 2015 (the "Extended Term"). The Government may terminate this Lease, effective as of September 30, 2012 by providing written notice to the Lessor no later than September 30, 2011, and no rent shall accrue after the effective date of termination so long as the Government vacates the entire Premises (defined below) on or before such effective date. Said notice shall be computed from the date of mailing. The Government shall have no renewal rights and no termination rights except as set forth in the GSA Form 3517B included in the Lease.

2. Rent and Additional Rent during Extended Term. The premises consists of 10,606 BOMA rentable square feet (BRSF) (9,690 BOMA Office Area (BOASF)) of office space (the "Premises") on portions of the C level of the building. Effective as of July 10, 2010, the annual rent shall be \$403,028.00 (10,606 BRSF x \$38.00 per BRSF) plus all accrued operating expense adjustments and real estate tax adjustments over the original base amounts calculated in accordance with the Lease, payable at the rate of \$33,585.67 per month, in arrears. During the Extended Term, operating expense adjustments, real estate tax adjustments, and any other additional rent or additional charges, if any, shall continue to be made in accordance with the terms of the Lease with no change to the base amounts or base years.

(continued on next page)

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: Nash Street Property Associates, LLC

BY: (b) (6)  
Anthony Westreich

\_\_\_\_\_  
President  
(Title)

IN THE PRESENCE OF (Witnessed by)

(b) (6)  
\_\_\_\_\_  
(Signature)

230 Park Ave Suite 500, NY, NY 10169  
(Address)

UNITED STATES OF AMERICA

(b) (6)  
\_\_\_\_\_  
TC Hairston

Contracting Officer, GSA, NCR, (WP4PRDL)  
(Official Title)

3. Condition of Premises. The Government shall accept and continue to occupy the Premises in their "as-existing" condition and the Lessor shall have no obligation whatsoever to make any structural or other improvements in or to any part of the Premises or the building in the preparation for the Government's occupancy during the Extended Term, except that the acceptance of the Premises "as-existing" shall not relieve the Lessor from future alterations, repairs, maintenance, replacements or other obligations set forth in the SFO which shall be performed in accordance with the standards set forth in the SFO and result in the continued quality and function of the Premises at or above their levels as of the date of this SLA. Lessor represents that, to Lessor's knowledge, the Premises are in good repair and tenantable condition as of the date hereof.
4. Commission. Studley, Inc. is the authorized real estate broker representing GSA in connection with this lease amendment transaction. The Lessor has agreed to pay to Studley, Inc. a cooperating lease commission of \$8,701.50. The Lessor agrees to pay Studley, Inc., 555 13<sup>th</sup> Street, N.W., Suite 420 East, Washington, DC 20004, the commission in the lump sum amount of (b) (4) which shall be due to Studley, Inc. upon execution and delivery of this SLA by the Government and payable not later than thirty (30) days after receipt of an invoice from Studley, Inc..
5. Rent Abatement. As part of the overall transaction, the Lessor has agreed to provide the Government with free rent in the amount of \$9,239.74 which shall be paid as free rent during the first full month of the Extended Term.
6. Payment Obligation. This document will not constitute a payment obligation until the date of execution by the United States. As a result, even though payments will be made retroactively, no monies whatsoever are due under this agreement until thirty days after the date of execution by the Government's Contracting Officer.
7. All other terms and conditions of the Lease shall remain in force and effect.

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GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	SUPPLEMENTAL AGREEMENT No. 14	DATE OCT 30 2009
SUPPLEMENTAL LEASE AGREEMENT		

TO LEASE NUMBER: GS-11B-00191		Page 1 of 2
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Address of Premises: 1400 Key Boulevard  
Arlington, VA 22209

**THIS AGREEMENT, made and entered into this date by and between: Nash Street Property Associates, LLC**

**Whose address is:** c/o Monday Properties  
230 Park Avenue, Suite 500  
New York, NY 10169  
Attn: Theresa Piscitelli

**Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government.**

**WHEREAS, the parties hereto desire to amend the above Lease.**

**NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended upon execution by the Government as follows:**

1. Extended Term. This SLA is issued to extend the term of this Lease for a period of five (5) years from March 3, 2010 through March 2, 2015 (the "Extended Term"). The Government may terminate this Lease, effective as of September 30, 2012, by providing written notice to the Lessor no later than September 30, 2011, and no rent shall accrue after the effective date of termination so long as the Government vacates the entire Premises (defined below) on or before such effective date. Said notice shall be computed from the date of mailing. The Government shall have no renewal rights and no termination rights except as set forth in the GSA Form 3517B included in the Lease.

2. Rent and Additional Rent during Extended Term. The premises consists of 47,156 BOMA rentable square feet (BRSF) (41,600 BOMA Office Area (BOASF)) of office space (the "Premises") on portions of the A level, B level, 5th and 6th floors of the building. Effective as of March 3, 2010, the annual rent shall be \$1,791,928.00 (47,156 BRSF x \$38.00 per BRSF) plus all accrued operating expense adjustments and real estate tax adjustments over the original base amounts calculated in accordance with the Lease, payable at the rate of \$149,327.33 per month, in arrears. During the Extended Term, operating expense adjustments, real estate tax adjustments, and any other additional rent or additional charges, if any, shall continue to be made in accordance with the terms of the Lease with no change to the base amounts or base years.

(continued on next page)

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: Nash Street Property Associates, LLC

BY:    
Anthony Westreich

\_\_\_\_\_  
President  
(Title)

IN THE PRESENCE OF (witnessed by):  
(b) (6)    
(Signature)

230 Park Ave Suite 500, NY, NY 10169  
(Address)

UNITED STATES OF AMERICA

BY:    
TC Hairston

\_\_\_\_\_  
Contracting Officer, GSA, NCR (WP4PRDL)  
(Official Title)

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

EXCEPT AS SET FORTH BELOW OR ELSEWHERE IN THIS LEASE, ALL SERVICES, IMPROVEMENTS, ALTERATIONS, REPAIRS, AND UTILITIES AS DEFINED BY THIS LEASE.

- a) The annual rent set forth in paragraph 3 is inclusive of the Lessor providing all Warm Lit Shell requirements including, but not limited to, full compliance with all Fire and Life Safety, full handicapped accessibility compliance, new paint, carpet, and cove base installed throughout the Government demised area. The Lessor shall be responsible for the removal and replacement of traditional furniture. Connect/reconnect of systems furniture is excluded from the Lessor's responsibilities.
- b) Normal hours of operation are extended from 7 AM to 6 PM daily and Saturdays from 9 AM to 1 PM except Sundays and Federal holidays and in accordance with the buildings normal working hours. See paragraph 6.3 of the SFO entitled "NORMAL HOURS". The overtime rate for services and utilities is \$25 per hour, which is a comprehensive rate that does not include personnel costs, for the entire Government demised area. The minimum hours for weekend overtime charged for each usage is 3 hours. See paragraph 6.4 of the SFO entitled "Overtime Usage".
- c) All Government owned equipment shall be sub-metered and the cost of utility consumption for such equipment shall be borne by the Government tenant.
- d) Included in the rent, is a Tenant Improvement allowance in the amount of \$0 (\$0.00/ BOUSF). The Government will amortize the Tenant Improvement allowance at an annual interest rate of 0.0%. The Government reserves the right to de-amortize any unused allowance at the rate of 0% interest per annum.
- e) The Lessor shall comply with all Fire and Life Safety and handicapped accessibility requirements for all space under this lease.
- f) Cleaning is to be performed after tenant working hours. The rate for daytime cleaning is an additional \$.20 per BOUSF.
- g) Within 60 days of Lease execution, the Lessor shall provide the Government with as-built CAD files and drawing per the SFO, paragraphs 3.4 and 3.5.

7. The following are attached and made a part hereof:

1. SOLICITATION FOR OFFERS #99-025, 25 PAGES
2. ATTACHMENT #1, 1 PAGES
3. ATTACHMENT #2 TO THE SOLICITATION FOR OFFERS, 1 PAGE(S)
4. ATTACHMENT #3 TO THE SOLICITATION FOR OFFERS, 2 PAGES
5. ATTACHMENT #4 TO THE SOLICITATION FOR OFFERS, 8 PAGES
6. GSA FORM 1217, LESSOR'S COST STATEMENT, 1 PAGE(S)
7. GSA FORM 3517, GENERAL CLAUSES, 26 PAGE(S)
8. GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS, 4 PAGE(S)
9. FLOORPLAN(S) OF LEASED AREA, 3 PAGE(S)
10. RIDER, 1 PAGE

8. The following changes were made in this lease prior to its execution: Paragraph 4 was deleted in its entirety.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR:

BY (b) (6) BY Timothy H. Helmig, Vice President  
(b) (6) 1000 Wilson Blvd. suite 700  
IN PRESENCE OF (b) (6) ADDRESS Arlington, Va. 22209

UNITED STATES OF AMERICA

BY (b) (6) CONTRACTING OFFICER, GSA, NCR, OPR, RED

**STANDARD FORM 2  
FEBRUARY 1985 EDITION  
GENERAL SERVICES ADMINISTRATION  
FPR (41CFR) 101-11.601**

**U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY**

**DATE OF LEASE:**

**JUN 28 2004**

**LEASE #GS-11B-01727**

THIS LEASE, made and entered into this date between: Nash Street Associates

Whose address is: c/o Westfield Realty, Inc.  
1000 Wilson Boulevard, Suite 700  
Arlington, VA 22209

And whose interest in the property hereinafter described is that of OWNER, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the Government.

\*\*\*\*\*

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 25,976 Rentable Square Feet (RSF) or 22,370 Usable Square Feet (BOUSF) of office and related space, consisting of the entire second and third floors and part of the fourth floor at 1400 Key Boulevard, Arlington, VA 22209.

To be used for SUCH PURPOSES AS DETERMINED BY THE GOVERNMENT.

\*\*\*\*\*

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the FIVE YEAR FIRM term beginning August 1, 2004, and running through July 31, 2009, subject to renewal rights as are hereinafter set forth.

\*\*\*\*\*

3. The Government shall pay the Lessor an annual rent of \$701,299.50 at the rate of \$58,441.63 per month in arrears. This represents \$31.35/USF or \$27.00/RSF. Rent for a lesser period shall be prorated. Operating expense adjustments shall be added or subtracted from this amount as per the Solicitation for Offers. Tax adjustments above the base year shall also be made according to the Solicitation for Offers.

\*\*\*\*\*

4. Rent shall be made payable to:

Westfield Realty Incorporated  
1000 Wilson Boulevard, Suite 700  
Arlington, VA 22209

\*\*\*\*\*

5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:

One FIVE-YEAR TERM at an annual rental rate of \$727,248.70 at the rate of \$60,604.06 monthly in arrears. This represents \$32.51/USF or \$28.00/RSF. To such rate shall be added operating cost adjustments from the original term per SFO 03-018, section 2.4, and such adjustments shall continue to be made during the option term. Base year taxes shall remain in effect and tax adjustments per Paragraph 2.2 shall continue. The renewal option shall become effective provided notice is given in writing to the Lessor at least 180 days before the end of the original lease term; said notice shall commence with the day after the date of mailing. Other terms of the lease shall remain the same during the renewal term.

\*\*\*\*\*

6. The Lessor shall furnish to the Government the following:

LESSOR

GOVT.

EXCEPTION TO SF2 APPROVED GSA/IRMS 12D89

- a) HVAC overtime rate of \$30 per hour. A minimum of three hours is chargeable for weekend usage.
  - b) No tenant improvement allowance.
  - c) Government percentage of occupancy of 15.8 (25,976 RSF + 164,537 RSF) for the purpose of calculating real estate tax adjustments.
  - d) Base year operating costs of (b) (4) for the purposes of calculating operating cost adjustments.
7. Any tenant improvement allowance subsequently agreed to by the parties shall be amortized monthly at 8% per annum over the remaining term of the lease. Notwithstanding any language in the SFO to the contrary, the Government shall not require the Lessor to amortize more than \$38.30/USF in tenant improvements under this lease.
8. The Lessor shall correct the following fire code violations within 30 days of lease signing:
- a) Seal the telephone room floor and ceiling penetrations on the third and seventh floors (Stair A side).
  - b) Repair the penetrations/breaks on the interior side of the stair shaft walls near both standpipes at Level A and the first, third and fourth floors, per Section 709 of BOCA.
  - c) Add sprinklers in the fourth floor telephone closet (Stair B side) and in the northeast corner of the mechanical room on the B level (near the carpenter's office), per Section 403 of BOCA.
9. In lieu of a brokerage commission to the Government's broker for the firm term, the Government shall be entitled to an immediate rent credit of .9 month's rent, or (b) (4). No such commission is due should the option term be exercised.
10. In the event the Government, through change of the build-out or other reason, changes or damages the warm-lit shell, the Lessor shall not be held responsible for remediation of the warm-lit shell to the specifications in the SFO.
11. The following are attached and made a part hereof:
- a) Solicitation for Offers #03-018, 35 pages
  - b) Attachment #1, Rate Structure, 6 pages
  - c) Attachment #2, 1 page
  - d) Attachment #3, 2 pages
  - e) Attachment #4, 14 pages
  - f) GSA Form 1217, Lessor's Cost Statement, 1 page
  - g) GSA Form 3517, General Clauses, 26 pages
  - h) GSA Form 3518, Representations and Certifications, 4 pages
  - i) Floor plans of Leased Area, 3 pages
12. For tenant improvements carried out by the Lessor and paid for by the Government, the Lessor shall be entitled to 20% of the cost of improvements (not including items required by the SFO) for overhead and profit of the Lessor and General Contractor. Architectural and engineering fees for the space shall be included in this percentage. Such percentage shall apply to the initial construction plans; OH & P for change orders shall be negotiable.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: Nash Street Associates.

BY \_\_\_\_\_

PRINTED NAME & TITLE \_\_\_\_\_

IN PRESENCE OF \_\_\_\_\_

BY Authorized Agent

PRINTED NAME & TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

1000 Wilson Blvd. suite 700  
Arlington, Va. 22209

UNITED STATES OF AMERICA

BY \_\_\_\_\_

CONTRACTING OFFICER, GSA, NCR



GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	SUPPLEMENTAL AGREEMENT No. 10	DATE NOV 12 2009
SUPPLEMENTAL LEASE AGREEMENT		
TO LEASE NUMBER: GS-11B-01727		Page 1 of 2

Address of Premises: 1400 Key Boulevard  
Arlington, VA 22209

THIS AGREEMENT, made and entered into this date by and between: Nash Street Property Associates, LLC

Whose address is: c/o Monday Properties  
230 Park Avenue, Suite 500  
New York, NY 10169  
Attn: Theresa Piscitelli

Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government.

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended upon execution by the Government as follows:

1. Extended Term. This SLA is issued to extend the term of this Lease for a period of five (5) years retroactively from August 1, 2009 through July 31, 2014 (the "Extended Term"). The Government may terminate this Lease, effective as of September 30, 2012 by providing written notice to the Lessor no later than September 30, 2011, and no rent shall accrue after the effective date of termination so long as the Government vacates the entire Premises (defined below) on or before such effective date. Said notice shall be computed from the date of mailing. The Government shall have no renewal rights and no termination rights except as set forth in the GSA Form 3517B included in the Lease.

2. Rent and Additional Rent during Extended Term. The premises consists of 25,976 BOMA rentable square feet (BRSF) (22,370 BOMA Office Area (BOASF)) of office space (the "Premises") on the 2nd, 3rd, and a portion of the 4th floor of the building. Effective retroactively as of August 1, 2009, the annual rent shall be \$987,088.00 (25,976 BRSF x \$38.00 per BRSF) plus all accrued operating expense adjustments and real estate tax adjustments over the original base amounts calculated in accordance with the Lease, payable at the rate of \$82,257.33 per month, in arrears. The Government shall pay to the Lessor, within 60 calendar days following full execution of this SLA, a single lump sum payment for all Extended Term rent not previously paid to the Lessor. During the Extended Term, operating expense adjustments, real estate tax adjustments, and any other additional rent or additional charges, if any, shall continue to be made in accordance with the terms of the Lease with no change to the base amounts or base years.

(continued on next page)

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: Nash Street Property Associates, LLC

BY: (b) (6)  
Anthony Westreich

\_\_\_\_\_  
President  
(Title)

IN THE PRESENCE OF (witnessed by):

(b) (6)  
\_\_\_\_\_  
(Signature)

230 Park Ave - Suite 500, NY, NY 10169  
\_\_\_\_\_  
(Address)

UNITED STATES OF AMERICA

(b) (6)  
BY: \_\_\_\_\_  
TC Hairston

Contracting Officer, GSA, NCR, (WP4PRDL)  
\_\_\_\_\_  
(Official Title)



3. Condition of Premises. The Government shall accept and continue to occupy the Premises in their "as-existing" condition and the Lessor shall have no obligation whatsoever to make any structural or other improvements in or to any part of the Premises or the building in the preparation for the Government's occupancy during the Extended Term, except that the acceptance of the Premises "as-existing" shall not relieve the Lessor from future alterations, repairs, maintenance, replacements or other obligations set forth in the SFO which shall be performed in accordance with the standards set forth in the SFO and result in the continued quality and function of the Premises at or above their levels as of the date of this SLA. Lessor represents that, to Lessor's knowledge, the Premises are in good repair and tenantable condition as of the date hereof.
4. Commission. Studley, Inc. is the authorized real estate broker representing GSA in connection with this lease amendment transaction. The Lessor has agreed to pay to Studley, Inc. a cooperating lease commission of (b) (4). The Lessor agrees to pay Studley, Inc., 555 13<sup>th</sup> Street, N.W., Suite 420 East, Washington, DC 20004, the commission in the lump sum amount of (b) (4) which shall be due to Studley, Inc. upon execution and delivery of this SLA by the Government and payable not later than thirty (30) days after receipt of an invoice from Studley, Inc.
5. Rent Abatement. As part of the overall transaction, the Lessor has agreed to provide the Government with free rent in the amount of \$32,195.52 which shall be paid as free rent during the first full month of the Extended Term.
6. Payment Obligation. This document will not constitute a payment obligation until the date of execution by the United States. As a result, even though payments will be made retroactively, no monies whatsoever are due under this agreement until thirty days after the date of execution by the Government's Contracting Officer.
7. All other terms and conditions of the Lease shall remain in force and effect.

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GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 9 TO LEASE NO. GS-11B-00191	DATE 5/13/2009															
ADDRESS OF PREMISES	Nash Street Bldg 1400 Key Blvd Arlington, VA 22209																
THIS AGREEMENT, made and entered into this date by and between whose address is:	Nash Street Property Associates LLC Monday Properties 1000 Wilson Blvd, Suite 700 Arlington, VA 22209-3906																
Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:																	
WHEREAS, the parties hereto desire to amend the above Lease.																	
NOW THEREFORE, these parties for the considerations hereinafter covenant and agree that the said lease is hereby amended as follows:																	
Issued to reflect the annual real estate tax escalation provided for in the basic lease agreement.																	
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">COMPARISON YEAR</td> <td style="width: 20%;">2008</td> <td style="width: 50%; text-align: right;">\$447,514.10</td> </tr> <tr> <td>BASE YEAR</td> <td>2000</td> <td style="text-align: right;">\$221,870.28</td> </tr> <tr> <td colspan="2">INCREASE</td> <td style="text-align: right;">\$225,643.82</td> </tr> <tr> <td>Government Share</td> <td></td> <td style="text-align: right;">30.43%</td> </tr> <tr> <td>Amount Due for Current Year</td> <td></td> <td style="text-align: right;">\$68,663.41</td> </tr> </table>	COMPARISON YEAR	2008	\$447,514.10	BASE YEAR	2000	\$221,870.28	INCREASE		\$225,643.82	Government Share		30.43%	Amount Due for Current Year		\$68,663.41		
COMPARISON YEAR	2008	\$447,514.10															
BASE YEAR	2000	\$221,870.28															
INCREASE		\$225,643.82															
Government Share		30.43%															
Amount Due for Current Year		\$68,663.41															
The Lessor is entitled to a one-time lump sum payment in the amount of \$68,663.41 payable in arrears. This amount shall be credited in your next rent check to:																	
Nash Street Property Associates LLC Monday Properties 1000 Wilson Blvd Suite 700 Arlington, VA 22209-3906																	
All other terms and conditions of the lease shall remain in force and effect.																	
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.																	
LESSOR: Nash Street Property Associates LLC																	
BY _____ (Signature)	_____ (Title)																
IN THE PRESENCE OF																	
_____ (Signature)	_____ (Address)																
UNITED STATES OF AMERICA																	
(b) (6)																	
BY _____	Contracting Officer, GSA, NCR, PBS, NoVA (Official Title)																

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 18 TO LEASE NO. GS-11B-00191	DATE JUL 31 2009
ADDRESS OF PREMISES Nash Street Bldg 1400 Key Blvd Arlington, VA 22209		
THIS AGREEMENT, made and entered into this date by and between Nash Street Property Associates LLC whose address is: Monday Properties 1000 Wilson Blvd, Suite 700 Arlington, VA 22209-3906		
Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:		
WHEREAS, the parties hereto desire to amend the above Lease.		
NOW THEREFORE, these parties for the considerations hereinafter covenant and agree that the said lease is hereby amended effective March 3, 2009 as follows:		
Issued to reflect the annual operating cost escalation provided for in the basic lease agreement.		
Base (CPI-W-U.S. City Avg) Corresponding Index Base Operating Cost Per Lease % Increase in CPI-W Annual Increase in Operating Cost Less Previous Escalation Paid Annual Increase in Operating Cost Due Lessor	Feb 2000 Feb 2009	168.50 208.708 <div style="background-color: black; color: red; padding: 5px;">(b) (4)</div>
Effective March 3, 2009, the annual rent is decreased by <div style="background-color: black; color: red; padding: 2px;">(b) (4)</div>		
The new annual rent is \$1,279,840.88 payable at the rate of \$106,653.40 per month.		
The rent check shall be made payable to: Nash Street Property Associates LLC Monday Properties 1000 Wilson Blvd Suite 700 Arlington, VA 22209-3906		
All other terms and conditions of the lease shall remain in force and effect.		
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.		
LESSOR: Nash Street Property Associates LLC		
BY _____ (Signature)	_____ (Title)	
IN THE PRESENCE OF		
_____ (Signature)	_____ (Address)	
UNITED STATES OF AMERICA		
BY <div style="background-color: black; color: red; padding: 2px;">(b) (6)</div> _____ (Signature)	Contracting Officer, GSA, NCR, PBS, Metropolitan Services Division (Official Title)	

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 6 TO LEASE NO. GS-11B-01727	DATE <u>5/13/2009</u>
ADDRESS OF PREMISES Nash Street Bldg 1400 Key Blvd Arlington, VA 22209		
THIS AGREEMENT, made and entered into this date by and between Nash Street Property Associates LLC whose address is: Monday Properties 1000 Wilson Blvd, Suite 700 Arlington, VA 22209-3906		
Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:		
WHEREAS, the parties hereto desire to amend the above Lease.		
NOW THEREFORE, these parties for the considerations hereinafter covenant and agree that the said lease is hereby amended as follows:		
Issued to reflect the annual real estate tax escalation provided for in the basic lease agreement.		
COMPARISON YEAR	2008	\$447,514.10
BASE YEAR	2004	\$271,845.34
INCREASE		\$175,668.76
Government Share		15.80%
Amount Due for Current Year		\$27,755.66
The Lessor is entitled to a one-time lump sum payment in the amount of \$27,755.66 payable in arrears. This amount shall be credited in your next rent check to:		
Nash Street Property Associates LLC Monday Properties 1000 Wilson Blvd Suite 700 Arlington, VA 22209-3906		
All other terms and conditions of the lease shall remain in force and effect.		
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.		
LESSOR: Nash Street Property Associates LLC		
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">           BY _____            (Signature)         </div> <div style="width: 45%;">           _____            (Title)         </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;">           IN THE PRESENCE OF            _____            (Signature)         </div> <div style="width: 45%;">           _____            (Address)         </div> </div>		
UNITED STATES OF AMERICA		
BY <span style="background-color: black; color: red;">(b) (6)</span> _____ Contracting Officer, GSA, NCR, PBS, NoVA <div style="text-align: right;">(Official Title)</div>		

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 11 TO LEASE NO. GS-11B-01727	DATE DEC 6 2009
ADDRESS OF PREMISES Nash Street Bldg 1400 Key Blvd Arlington, VA 22209		
THIS AGREEMENT, made and entered into this date by and between Nash Street Property Associates LLC whose address is: Monday Properties 1000 Wilson Blvd, Suite 700 Arlington, VA 22209-3906		
Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:		
WHEREAS, the parties hereto desire to amend the above Lease.		
NOW THEREFORE, these parties for the considerations hereinafter covenant and agree that the said lease is hereby amended as follows:		
Issued to reflect the annual real estate tax escalation provided for in the basic lease agreement.		
COMPARISON YEAR	2009	\$382,878.36
BASE YEAR	2004	\$271,845.34
INCREASE		\$111,033.02
Government Share		15.80%
Amount Due for Current Year		\$17,543.22
The Lessor is entitled to a one-time lump sum payment in the amount of \$17,543.22 payable in arrears. This amount shall be credited in your next rent check to:		
Nash Street Property Associates LLC Monday Properties 1000 Wilson Blvd Suite 700 Arlington, VA 22209-3906		
All other terms and conditions of the lease shall remain in force and effect.		
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.		
LESSOR: Nash Street Property Associates LLC		
BY _____ (Signature)		
_____ (Title)		
IN THE PRESENCE OF		
_____ (Signature)		
_____ (Address)		
UNITED STATES OF AMERICA		
BY <span style="background-color: black; color: red;">(b) (6)</span>		
_____ Contracting Officer, GSA, NCR, PBS, No VA (Official Title)		

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 5 TO LEASE NO. GS-11B-01727	DATE <u>4/29/2009</u>
ADDRESS OF PREMISES Nash Street Bldg 1400 Key Blvd Arlington, VA 22209		
THIS AGREEMENT, made and entered into this date by and between whose address is:		
	Monday Properties 1000 Wilson Blvd, Suite 700 Arlington, VA 22209-3906	Nash Street Property Associates LLC
Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:		
WHEREAS, the parties hereto desire to amend the above Lease.		
NOW THEREFORE, these parties for the considerations hereinafter covenant and agree that the said lease is hereby amended effective <u>August 1, 2008</u> as follows:		
Issued to reflect the annual operating cost escalation provided for in the basic lease agreement.		
Base (CPI-W-U.S. City Avg) Corresponding Index Base Operating Cost Per Lease % Increase in CPI-W Annual Increase in Operating Cost Less Previous Escalation Paid Annual Increase in Operating Cost Due Lessor	July July	2007 2008 203.70 216.304 (b) (4)
Effective <u>August 1, 2008</u> , the annual rent is increased by (b) (4)		
The new annual rent is <u>\$722,500.11</u> payable at the rate of (b) (4) per month.		
The rent check shall be made payable to:		
Nash Street Property Associates LLC Monday Properties 1000 Wilson Blvd Suite 700 Arlington, VA 22209-3906		
All other terms and conditions of the lease shall remain in force and effect.		
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.		
LESSOR: Nash Street Property Associates LLC		
BY _____ (Signature)	_____ (Title)	
IN THE PRESENCE OF		
_____ (Signature)	_____ (Address)	
UNITED STATES OF AMERICA		
BY (b) (6)	Contracting Officer, GSA, NCR, PBS, Metropolitan Services Division (Official Title)	

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 4 TO LEASE NO. GS-11B-01862	DATE 5/13/2009
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ADDRESS OF PREMISES Nash Street Bldg  
1400 Key Blvd  
Arlington, VA 22209

THIS AGREEMENT, made and entered into this date by and between Nash Street Property Associates LLC  
whose address is: Monday Properties  
1000 Wilson Blvd, Suite 700  
Arlington, VA 22209-3906

Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter covenant and agree that the said lease is hereby amended as follows:

Issued to reflect the annual real estate tax escalation provided for in the basic lease agreement.

COMPARISON YEAR	2008	\$447,514.10
BASE YEAR	2005	\$270,931.22
INCREASE		\$176,582.88
Government Share		6.40%
Amount Due for Current Year		\$11,301.30

The Lessor is entitled to a one-time lump sum payment in the amount of \$11,301.30 payable in arrears. This amount shall be credited in your next rent check to:

Nash Street Property Associates LLC  
Monday Properties  
1000 Wilson Blvd Suite 700  
Arlington, VA 22209-3906

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: Nash Street Property Associates LLC

BY \_\_\_\_\_  
(Signature) \_\_\_\_\_ (Title)

IN THE PRESENCE OF

\_\_\_\_\_  
(Signature) \_\_\_\_\_ (Address)

UNITED STATES OF AMERICA

BY (b) (6) \_\_\_\_\_  
Contracting Officer, GSA, NCR, PBS, NoVA  
(Official Title)



GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

No. 6

DATE

TO LEASE NO.

GS-11B-01862

ADDRESS OF PREMISES

Nash Street Bldg  
1400 Key Blvd  
Arlington, VA 22209

THIS AGREEMENT, made and entered into this date by and between  
whose address is:

Nash Street Property Associates LLC

Monday Properties  
1000 Wilson Blvd, Suite 700  
Arlington, VA 22209-3906

Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter covenant and agree that the said lease is hereby amended effective July 10, 2009 as follows:

Issued to reflect the annual operating cost escalation provided for in the basic lease agreement.

Base (CPI-W-U.S. City Avg)	June	2005	190.10
Corresponding Index	June	2009	210.972
Base Operating Cost Per Lease			(b) (4)
% Increase in CPI-W			
Annual Increase in Operating Cost			
Less Previous Escalation Paid			
Annual Increase in Operating Cost Due Lessor			

Effective July 10, 2009, the annual rent is decreased by (b) (4)  
The new annual rent is \$302,702.75 payable at the rate of \$26,226.23 per month.  
The rent check shall be made payable to:

Nash Street Property Associates LLC  
Monday Properties  
1000 Wilson Blvd Suite 700  
Arlington, VA 22209-3906

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: Nash Street Property Associates LLC

BY \_\_\_\_\_  
(Signature)

(Title)

IN THE PRESENCE OF

\_\_\_\_\_  
(Signature)

(Address)

UNITED STATES OF AMERICA

BY (b) (6)

Contracting Officer, GSA, NOR, PBS, Metropolitan Services Division  
(Official Title)

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

No. 9

DATE

DEC 5 2009

TO LEASE NO.

GS-11B-01862

ADDRESS OF PREMISES

Nash Street Bldg  
1400 Key Blvd  
Arlington, VA 22209

THIS AGREEMENT, made and entered into this date by and between Nash Street Property Associates LLC  
whose address is:  
Monday Properties  
1000 Wilson Blvd, Suite 700  
Arlington, VA 22209-3906

Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter covenant and agree that the said lease is hereby amended as follows:

Issued to reflect the annual real estate tax escalation provided for in the basic lease agreement.

COMPARISON YEAR	2009	\$382,878.38
BASE YEAR	2005	\$270,931.22
INCREASE		\$111,947.14
Government Share		6.40%
Amount Due for Current Year		\$7,164.62

The Lessor is entitled to a one-time lump sum payment in the amount of \$7,164.62 payable in arrears. This amount shall be credited in your next rent check to:

Nash Street Property Associates LLC  
Monday Properties  
1000 Wilson Blvd Suite 700  
Arlington, VA 22209-3906

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: Nash Street Property Associates LLC

BY

(Signature)

(Title)

IN THE PRESENCE OF

(Signature)

(Address)

UNITED STATES OF AMERICA  
(b) (6)

BY

Contracting Officer, GSA NCR PBS NoVA  
(Official Title)

STANDARD FORM 2  
FEBRUARY 1965 EDITION  
GENERAL SERVICES ADMINISTRATION  
FPR (41CFR) 101-6.601

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE:

JUL 14 2003

LEASE #GS-11B-01637

THIS LEASE, made and entered into this date between Oak Hill Company  
Whose address is: 1000 Wilson Boulevard, Suite 700, Arlington, VA 22209

And whose interest in the property hereinafter described is that of OWNER, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the Government.

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 10,543 (10,542.602) BOMA Rentable Square Feet (RSF) being 9,338 ANSI BOMA Office Area Square Feet (BOASF), and being a portion of the sixth floor of the building known as 1401 Wilson Boulevard, as noted on the attached floor plan and made part hereof, with the address being 1401 Wilson Boulevard, Arlington, Virginia 22209.

To be used for office and related purposes as determined by the Government.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the FIVE (5) YEAR FIRM term beginning on the commencement date determined in accordance with section 2.13 "Construction Schedule of Tenant Improvements" of the SFO, and ending five (5) years later, subject the renewal right hereinafter set forth.

3. The Government shall pay the Lessor an annual rent of \$312,916.44 (\$29.68/RSF (\$29.68/1134) and \$33.51/BOASF (\$33.31 + \$.20 premium for daytime cleaning)) at the rate of \$26,076.37 (\$26,076.365) per MONTH in arrears. Rent for the first month shall be prorated. The annual rent includes an operating cost base of (b) (4) base real estate taxes, and \$45,441.83 per annum to amortize a tenant improvement allowance of \$186,760.00 (\$20.00/BOASF) at an imputed interest rate of (b) (4). The operating cost base includes the daytime cleaning premium. Rent checks shall be payable to Westfield Realty, Inc., 1000 Wilson Boulevard, Suite 700, Arlington, Virginia 22209. Notwithstanding the foregoing, payment by the Government of the first \$23,468.73, or .9 (nine tenths) months' of rent, including amortization of the initial tenant improvements of \$20/BOASF, shall be abated entirely.

4. The government may terminate this lease at any time by giving at least \_\_\_\_\_ days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

5. This lease may be renewed at the option of the Government, for the following term and at the following rental:

The Government shall have the right to one (1) renewal option for a FIVE-YEAR TERM at an annual rental rate of \$326,923.36 (\$31.01/RSF (\$31.009743) and \$35.01/BOASF (\$34.81 + \$.20 for daytime cleaning)), payable at the rate of \$27,243.62 (\$27,243.615) per month in arrears, plus cumulative operating expense adjustments from the initial lease term. Such rate shall be inclusive of the original operating cost base year and base amount, and base year real estate taxes. Rent shall continue to be adjusted for operating costs escalations as provided in SFO 02-009 section 2.4, and SFO Amendment #1, Item 8., PRICE STRUCTURE (SFO section 1.8(G)). The Government shall continue to make annual lump sum adjustments for changes in real estate taxes as provided in SFO section 2.2. The renewal option shall become effective provided notice be given in writing to the Lessor at least 180 days before the end of the original lease term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

LESSOR

GOV'T

(rev. 10/10/02)

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

EXCEPT AS SET FORTH BELOW OR ELSEWHERE IN THIS LEASE, ALL SERVICES, IMPROVEMENTS, ALTERATIONS, REPAIRS, AND UTILITIES AS DEFINED BY THIS LEASE. THIS LEASE IS FULL SERVICE.

- a) Prior to substantial completion of the leased premises, Lessor shall correct all deficiencies and comply with all recommendations and findings of Attachment #4, Fire Protection & Life Safety Evaluation report prepared by a Certified Fire Protection Engineer, as well as the recommendations and findings of the GSA Fire Protection Engineering Attachment.
- b) Tenant Improvements: Upon completion of improvements by Lessor and acceptance thereof by the Government, the cost of improvements shall be memorialized in a Supplemental Lease Agreement (SLA) along with the amortization payment amount and revised rent. In the event the total cost of tenant improvements is greater or less than \$20 /BOASF, the rent shall be adjusted accordingly. (See SFO sections 8.0, through 8.3.) Tenant improvements financed by the Government above the initial \$20.00 per BOASF shall be financed at the annual interest rate of nine percent (9.00%). Notwithstanding any provisions of the SFO to the contrary, the Government shall not request the Lessor to provide funding for more than \$357,045.40 (\$38.30 BOASF / \$33.92 BORSF (\$33.923826)) in tenant improvements. Refer to Form 1384, Attachment 1, regarding maximum fees payable by the Government for improvements and change orders. Architecture and Engineering Fees associated with the building shell shall be the Lessor's expense. Architecture and Engineering Fees associated with construction of the Government's tenant improvements shall be at the Government's expense.
- c) Daytime Cleaning: Lessor shall cause all janitorial work in the Government's space to be performed anytime between 8:30 am and 4:30 pm, Monday through Friday.
- d) Notwithstanding any provision in the lease to the contrary, the parties agree to the rent abatement referenced in section 3 herein, in lieu of a broker commission rebate, and Lessor shall not be liable for a commission rebate to the Government in connection with this lease.
- e) The Government's percentage of occupancy for real estate tax purposes shall be 5.60%, based on 10,543 RSF / 188,288 RSF, subject to confirmation of the total rentable area of the entire building.
- f) The general contractor's total fees for overhead and profit and the Lessor's total construction management fees, for the Tenant Improvements for the Government's space shall be 15%. All of these fees will be paid for out of the Tenant Improvement Allowance.
- g) The HVAC Overtime rate shall be \$30.00 per hour per zone. Commencing on the first anniversary of the Lease Commencement, and continuing each anniversary thereafter, the HVAC Overtime rate shall be increased in accordance with the CPI, and calculated in the same way as operating costs are adjusted in SFO paragraph 2.4 (subparagraphs A, B, C, D & F). In no event shall the HVAC Overtime rate drop below \$30.00 per hour per zone.
- h) Pursuant to Paragraph 2.11 "Adjustment for Vacant Premises" the Adjustment for Vacant Premises shall be negotiated to the extent, if any and when the Government vacates the space and the Lessor is no longer required to provide maintenance and operating services.
- i) If the Government makes changes to the Construction Drawings inconsistent with the Government approved DID's, the Lessor shall have such time as is reasonable to make the changes. The Government shall bear the cost and additional time resulting from such modifications or changes. The space shall be constructed consistent with the design and construction schedule and information in Attachments 2 and 3 of the Lease.
- j) This building is not currently subject to Business Improvement District taxes. However, if the building becomes subject to BID taxes in the future, then the Government will be responsible for paying its share of the BID taxes.
- k) In accordance with Attachment #1 Rate Structure, the cost for reserved parking during the first year of the lease is \$3,300 per space per year and the cost for unreserved parking for the first year of the lease is \$1,608 per space per year. Commencing on the first anniversary of the Lease Commencement, and continuing each anniversary thereafter, the cost for parking (both reserved and unreserved) shall be increased in accordance with the CPI, and calculated in the same way as operating costs are adjusted in SFO paragraph 2.4 (subparagraphs A, B, C, D & F). In no event shall the cost for parking (either reserved or unreserved) drop below the first years rates.
- l) Offerors obligation to provide Janitor Closets on each floor shall be met by providing Janitor Facilities on each floor.
- m) In the case of a conflict between this GSA Standard Form 2 (SF-2) and the balance of the lease, the terms specified in this SF-2 shall govern.

LESSOR

GOVT

(rev. 10/10/02)

7. The following are attached and made a part hereof:

1. Solicitation For Offers (SFO) # 02-009, 34 pages
2. Amendment #1 to SFO # 02-009, 4 pages
3. Amendment #2 to SFO # 02-009, 1 page
4. Solicitation Attachment #1, Rate Structure, 5 pages
5. Solicitation Attachment #2, Construction Schedule, Below 92,000 BOMA OUSF
6. Solicitation Attachment #3, Scope of Work for DID's and Construction Schedule Tasks, 2 pages
7. Solicitation Attachment #4, Fire Protection & Life Safety Evaluation, 16 pages
8. GSA Form 1217, Lessor's Annual Cost Statement, 1 page
9. GSA Form 1364, Proposal To Lease Space, and its attachment (rev 3-21-02), 1 page total
10. GSA Form 3517, General Clauses, 26 pages
11. GSA Form 3518, Representations and Certifications, 5 pages
12. Floor Plan of Leased Area, 1 page
13. GSA Fire Protection Engineering Attachment, 1 page

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: Oak Hill Company

BY: (b) (6)  
(b) (6)  
IN PRESENCE OF

BY Authorized Agent

ADDRESS 1000 Wilson Boulevard, Suite 700

Arlington, Virginia 22209

UNITED STATES OF AMERICA

BY: (b) (6)

CONTRACTING OFFICER, GSA, NCR

STANDARD FORM 2  
FEBRUARY 1965 EDITION

EXCEPTION TO SF2 APPROVED

STANDARD FORM 2  
FEBRUARY 1965 EDITION  
GENERAL SERVICES ADMINISTRATION  
FPR (41CFR) 1D16.601

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE: MAR 11 2004

LEASE #GS-11B-01713

THIS LEASE, made and entered into this date between: Oak Hill Company

Whose address is: c/o Westfield Realty, Inc.  
1000 Wilson Boulevard, Suite 700  
Arlington, VA 22209

And whose interest in the property hereinafter described is that of OWNER, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the Government.

\*\*\*\*\*

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 29,016 Rentable Square Feet (RSF) or 25,710 Usable Square Feet (BOUSF) of office and related space, consisting of the entire eighth and ninth floors and six non-reserved garage parking spaces at 1401 Wilson Boulevard, Arlington, VA 22209.

To be used for SUCH PURPOSES AS DETERMINED BY THE GOVERNMENT.

\*\*\*\*\*

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the FIVE YEAR FIRM term beginning March 2, 2004, and running through March 1, 2009, subject to renewal rights as are hereinafter set forth.

\*\*\*\*\*

3. The Government shall pay the Lessor an annual rent of \$792,557.88 at the rate of \$66,046.49 per month in arrears. This represents \$30.83/USF or \$27.31/RSF inclusive of \$9,174.18 for the six parking spaces. Rent for a lesser period shall be prorated. Operating expense and tax adjustments shall be added or subtracted from this amount as per the Solicitation for Offers.

\*\*\*\*\*

4. Rent shall be made payable to:

Westfield Realty Incorporated  
1000 Wilson Boulevard, Suite 700  
Arlington, VA 22209

\*\*\*\*\*

5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:

One FIVE-YEAR TERM at an annual rental rate of \$821,610.18 at the rate of \$68,467.52 monthly in arrears. This represents \$31.96/USF or \$28.32/RSF inclusive of \$9,174.18 for the six parking spaces. To such rate shall be added operating cost adjustments from the original term per SFO 03-018, section 2.4, and such adjustments shall continue to be made during the option term. Base year taxes shall remain in effect and tax adjustments per Paragraph 2.2 shall continue. The renewal option shall become effective provided notice is given in writing to the Lessor at least 180 days before the end of the original lease term; said notice shall commence with the day after the date of mailing. Other terms of the lease shall remain the same during the renewal term.

\*\*\*\*\*

LESSOR  GOVT 

EXCEPTION TO SF2 APPROVED GSA/IRMS 12D89

6. The Lessor shall furnish to the Government, as part of the rental consideration:
- All services, improvements, alterations and utilities defined by this lease. No tenant improvement allowance is initially included in the lease.
  - Government percentage of occupancy of 15.4% (29,016 RSF ÷ 188,288 RSF) for the purpose of calculating real estate tax adjustments.
  - Base year operating costs of (b) (4) for the purposes of operating cost adjustments.
  - Six non-reserved official parking spaces at \$1,529.03/year each (included in the rent in paragraphs 3 and 5).
  - Correction of all deficiencies identified on the Attachment 4 within 120 days of the lease effective date.
7. Any tenant improvement allowance subsequently agreed to by the parties shall be amortized monthly at 8% per annum over the remaining firm term of the lease, and shall be added to the annual rent specified in paragraph 3 or 5. Notwithstanding any language in the SFO to the contrary, the Government shall not require the Lessor to amortize more than \$38.30/USF in tenant improvements under this lease.
8. The Government shall receive an immediate rent credit of \$7,713 (\$ .30 x 25,710 usf) as reimbursement for new paint not received at the five year point of lease GS-11B-30146.
9. In lieu of a commission to the Government's broker for the firm term, the Government shall be entitled to an immediate rent credit of .9 month's rent, or \$59,441.83. No commission is due if the option term is exercised.
10. The HVAC overtime rate shall be \$30.00 per hour. A minimum of three hours is chargeable for weekend usage.
11. The following are attached and made a part hereof:
- Solicitation for Offers #03-018, 34 pages
  - ~~Attachment #1, Rate Structure, 6 pages~~ *YC*
  - Attachment #2, 1 page
  - Attachment #3, 2 pages
  - Attachment #4, 14 pages
  - GSA Form 1217, Lessor's Cost Statement, 1 page
  - GSA Form 3517, General Clauses, 26 pages
  - GSA Form 3518, Representations and Certifications, 4 pages
  - Floor plans of Leased Area, 2 pages
12. In the event the Government, through change of the build-out or other reason, changes or damages the warm-lit shell, the Lessor shall not be held responsible for remediation of the warm-lit shell to the specifications in the SFO.
13. For tenant improvements carried out by the Lessor and paid for by the Government, the Lessor shall be entitled to 20% of the cost of improvements (not including items required by the SFO) for overhead and profit of the Lessor and General Contractor. Architectural and engineering fees for the space shall be included in this percentage. Such percentage shall apply to the initial construction plans; OH & P for change orders shall be negotiable.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: Oak Hills Company

BY (b) (6)  
PRINTED NAME & TITLE Timothy Helmig, Dir. Of Leasing

BY Authorized Agent  
PRINTED NAME & TITLE \_\_\_\_\_

IN PRESENCE OF (b) (6) ADDRESS 1000 Wilson Boulevard, Suite 700  
Arlington, Virginia 22209

UNITED STATES OF AMERICA

BY (b) (6) CONTRACTING OFFICER, GSA, NCR



STANDARD FORM 2  
FEBRUARY 1965 EDITION  
GENERAL SERVICES ADMINISTRATION  
FPR (41CFR) 1D16.601

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE: APR 28 2005

LEASE #GS-11B-01833

THIS LEASE, made and entered into this date between: Oak Hills Company

Whose address is: c/o Westfield Realty, Inc.  
1000 Wilson Boulevard, Suite 700  
Arlington, VA 22209

And whose interest in the property hereinafter described is that of OWNER, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the Government.

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government a total of 5,436 Rentable Square Feet (RSF), or 4,815 BOMA Usable Square Feet (USF), of office and related space, consisting of 1,241 USF on the 2<sup>nd</sup> floor and 3,574 USF on the 10<sup>th</sup> floor at 1401 Wilson Boulevard, Arlington, VA 22209.

To be used for SUCH PURPOSES AS DETERMINED BY THE GOVERNMENT.

\*\*\*\*\*

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the FIVE YEAR FIRM term beginning with acceptance of the built-out space (see Attachment 2) and ending five years thereafter, subject to renewal rights as are hereinafter set forth.

\*\*\*\*\*

3. The Government shall pay the lessor an annual rent of \$128,753.10 at the rate of \$10,729.43 per month in arrears. This represents \$26.74/USF or \$23.685265/RSF. Rent for a lesser period shall be prorated. Operating expense and tax adjustments shall be added or subtracted from this amount as per the Solicitation for Offers.

\*\*\*\*\*

4. Rent shall be made payable to:

Westfield Realty Incorporated  
1000 Wilson Boulevard, Suite 700  
Arlington, VA 22209

\*\*\*\*\*

5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:

One FIVE-YEAR TERM at an annual rental rate of \$157,643.10 at the rate of \$13,136.93 monthly in arrears. This represents \$32.74/USF or \$28.999834/RSF. To such rate shall be added operating cost adjustments from the original term, and such adjustments shall continue to be made during the option term. Base year taxes shall remain in effect and tax adjustments shall continue. The renewal option shall become effective provided notice is given in writing to the lessor at least 180 days before the end of the original lease term; said notice shall commence with the day after the date of mailing. Other terms of the lease shall remain the same during the renewal term.

\*\*\*\*\*

6. The lessor shall furnish to the Government, as part of the rental consideration:

- a) all services, improvements, alterations and utilities defined by this lease, except that no tenant improvement allowance is initially included,
- b) Government percentage of occupancy of 2.9 (5,436 RSF ÷ 188,288 RSF) for the purpose of calculating real estate tax adjustments, and
- c) base year operating costs of (b) (4) for the purposes of operating cost adjustments.

\*\*\*\*\*

LESSOR

GOVT

EXCEPTION TO SF2 APPROVED GSA/IRMS 12089

7. The Government shall be entitled to an immediate rent credit of .9 month's rent, or \$9,656.49.
8. Provision of the following before acceptance of the built-out space:
- Repair of the stair shaft wall penetrations at the 10<sup>th</sup> floor on the interior side of Stair B,
  - Improved sprinkler coverage in the 9<sup>th</sup> floor janitor's closet, and in the B Level mechanical room,
  - Removal of the debris and repair of the interior side of the stair in Stair D - Level D,
  - Adjustment or replacement of the door in Stair B - 3<sup>rd</sup> Floor so that it closes and latches, and
  - Until the 6<sup>th</sup>, 7<sup>th</sup> and 8<sup>th</sup> floors are remodeled, removal of the utilities from the exit stair enclosures that are not related to fire protection service or heating or lighting, **OR** installation of a 2-hour separation between the utilities and the exit enclosures, **OR** installation of automatic sprinklers on these landings.
8. Any tenant improvement allowance subsequently agreed to by the parties shall be amortized monthly over the remaining term of the lease at 8% per annum for the first \$20 per USF and 9% for any remaining amount, and shall be added to the annual rent specified in paragraph 3 or 5. Notwithstanding any language in the SFO to the contrary, the Government shall not require the lessor to amortize more than \$38.30/USF in tenant improvements under this lease.
9. The lessor shall not be liable for a commission to a broker of the Government, for either the firm or option term.
10. The HVAC overtime rate shall be \$30.00 per hour. A minimum of four hours is chargeable for weekend usage.
11. The following are attached and made a part hereof:
- Solicitation for Offers #04-035, 38 pages
  - Attachment #1, Rate Structure, 1 page
  - Attachment #2, 1 page
  - Attachment #3, 2 pages
  - Attachment #4, 16 pages
  - Amendment #1 to SFO, 3 pages
  - GSA Form 1217, Lessor's Cost Statement, 1 page
  - GSA Form 3517, General Clauses, 28 pages
  - GSA Form 3518, Representations and Certifications, 4 pages
  - floor plans of leased area, 2 pages
12. For tenant improvements carried out by the lessor but paid for by the Government the lessor shall be entitled to an overhead and profit amount for the lessor and the general contractor of 20% plus \$2.82/USF for architectural fees.

\*\*\*\*\*

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: Oak Hills Company

BY

(b) (6)

PRINTED NAME & TITLE Timothy Fleming, Dir. of Leasing

IN PRESENCE OF

(b) (6)

BY Authorized Agent

PRINTED NAME & TITLE

1000 Wilson Blvd, #700

ADDRESS Arlington, VA 22209

UNITED STATES OF AMERICA

(b) (6)

BY

CONTRACTING OFFICER, GSA, NCR



GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

No. 5

DATE MAY 13 2005

TO LEASE NO.

GS-11B-01833

ADDRESS OF PREMISES

1401 Wilson Blvd  
Arlington, VA 22009

THIS AGREEMENT, made and entered into this date by and between Oak Hills Property Assoc., LLC  
whose address is:  
Monday Properties  
230 Park Avenue Suite 500  
New York- Manhattan, NY 10169

Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter covenant and agree that the said lease is hereby amended as follows:

Issued to reflect the annual real estate tax escalation provided for in the basic lease agreement.

COMPARISON YEAR	2006	\$289,554.04
BASE YEAR	2005	\$281,376.18
INCREASE		\$8,177.86
Government Share @2.14% for 80 days		\$38.36
Government Share @ 2.88% for 285 days		\$183.90
Amount Due for Current Year		\$222.26

The Lessor is entitled to a one-time lump sum payment in the amount of \$222.26 payable in arrears. This amount shall be credited in your next rent check to:

Oak Hills Property Assoc., LLC  
Monday Properties  
New York- Manhattan, NY 10169

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: Oak Hills Property Assoc., LLC

BY \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

IN THE PRESENCE OF

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Address)

UNITED STATES OF AMERICA

(b) (6)

BY \_\_\_\_\_  
(Signature)

Contracting Officer, GSA, NCR, PBS, NoVA  
(Official Title)

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 6	DATE
ADDRESS OF PREMISES 1401 Wilson Blvd Arlington, VA 22209		TO LEASE NO. GS-11B-01713

THIS AGREEMENT, made and entered into this date by and between Oak Hills Property Assoc., LLC  
 whose address is: c/o Monday Properties, ATTN Timothy Helming  
 1000 Wilson Blvd, Suite 700  
 Arlington, VA 22200-3906

Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter covenant and agree that the said lease is hereby amended effective March 2, 2008 as follows:

Issued to reflect the annual operating cost escalation provided for in the basic lease agreement.

Base (CPI-W-U.S. City Avg)	Feb	2007	188.54
Corresponding Index	Feb	2008	207.254
Base Operating Cost Per Lease			(b) (4)
% Increase in CPI-W			(b) (4)
Annual Increase In Operating Cost			(b) (4)
Less Previous Escalation Paid			(b) (4)
Annual Increase In Operating Cost Due Lessor			(b) (4)

Effective March 2, 2008, the annual rent is increased by (b) (4)

The new annual rent is \$814,059.29 payable at the rate of \$67,838.27 per month.

The rent check shall be made payable to:

Oak Hills Property Assoc., LLC  
 c/o Monday Properties, ATTN Timothy Helming  
 1000 Wilson Blvd Suite 700  
 Arlington, VA 22209-3906

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: Oak Hills Property Assoc., LLC

BY \_\_\_\_\_  
 (Signature) \_\_\_\_\_ (Title)

IN THE PRESENCE OF

\_\_\_\_\_  
 (Signature) \_\_\_\_\_ (Address)

UNITED STATES OF AMERICA

BY (b) (6) \_\_\_\_\_  
 (Signature) \_\_\_\_\_ Contracting Officer, GSA.NCR.PBS, Metropolitan Services Division  
 (Official Title)

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

No. 6

DATE 4/20/2009

TO LEASE NO.

GS-11B-01687

ADDRESS OF PREMISES

1401 Wilson Blvd  
Arlington, VA 22209

THIS AGREEMENT, made and entered into this date by and between Oak Hills Property Assoc., LLC  
whose address is: c/o Monday Properties, ATTN Timothy Helming  
1000 Wilson Blvd, Suite 700  
Arlington, VA 22209-3906  
Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter covenant and agree that the said lease is hereby amended effective January 2, 2008 as follows:

Issued to reflect the annual operating cost escalation provided for in the basic lease agreement.

Base (CPI-W-U.S. City Avg)	Dec	2006	197.20
Corresponding Index	Dec	2007	205.777
Base Operating Cost Per Lease			
% Increase In CPI-W			(b) (4)
Annual Increase In Operating Cost			
Less Previous Escalation Paid			
Annual Increase In Operating Cost Due Lessor			

Effective January 2, 2008, the annual rent is increased by  
The new annual rent is \$320,908.41 payable at the rate of (b) (4) per month.  
The rent check shall be made payable to:

Oak Hills Property Assoc., LLC  
c/o Monday Properties, ATTN Timothy Helming  
1000 Wilson Blvd Suite 700  
Arlington, VA 22209-3906

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: Oak Hills Property Assoc., LLC

BY \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

IN THE PRESENCE OF

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Address)

UNITED STATES OF AMERICA

(b) (6)  
BY \_\_\_\_\_

Contracting Officer, GSA, NCR, PBS, Metropolitan Services Division  
(Official Title)

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 7 TO LEASE NO. GS-11B-01713	DATE <u>5/13/2009</u>
ADDRESS OF PREMISES 1401 Wilson Blvd 1401 Wilson Blvd Arlington, VA 22209		
THIS AGREEMENT, made and entered into this date by and between Oak Hills Property Assoc., LLC whose address is: c/o Monday Properties: ATTN Timothy Helming 1000 Wilson Blvd, Suite 700 Arlington, VA 22209-3906		
Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:		
WHEREAS, the parties hereto desire to amend the above Lease.		
NOW THEREFORE, these parties for the considerations hereinafter covenant and agree that the said lease is hereby amended as follows:		
Issued to reflect the annual real estate tax escalation provided for in the basic lease agreement.		
COMPARISON YEAR	2008	\$471,859.30
BASE YEAR	2004	\$276,071.64
INCREASE		\$195,787.76
Government Share		15.40%
Amount Due for Current Year		\$30,151.32
The Lessor is entitled to a one-time lump sum payment in the amount of <span style="float: right;">\$30,151.32</span> payable in arrears. This amount shall be credited in your next rent check to:		
Oak Hills Property Assoc., LLC c/o Monday Properties: ATTN Timothy Helming 1000 Wilson Blvd Suite 700 Arlington, VA 22209-3906		
All other terms and conditions of the lease shall remain in force and effect.		
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.		
LESSOR: Oak Hills Property Assoc., LLC		
BY _____ (Signature)	_____ (Title)	
IN THE PRESENCE OF		
_____ (Signature)	_____ (Address)	
UNITED STATES OF AMERICA		
BY <span style="background-color: black; color: red;">(b) (6)</span> (Signature)	Contracting Officer, GSA, NCR, PBS, No VA (Official Title)	



GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 7 TO LEASE NO. GS-11B-01637	DATE <u>5/13/2009</u>
ADDRESS OF PREMISES 1401 Wilson Blvd 1401 Wilson Blvd Arlington, VA 22209		
THIS AGREEMENT, made and entered into this date by and between Oak Hills Property Assoc., LLC whose address is: c/o Monday Properties: ATTN Timothy Helming 1000 Wilson Blvd, Suite 700 Arlington, VA 22209-3906		
Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:		
WHEREAS, the parties hereto desire to amend the above Lease.		
NOW THEREFORE, these parties for the considerations hereinafter covenant and agree that the said lease is hereby amended as follows:		
Issued to reflect the annual real estate tax escalation provided for in the basic lease agreement.		
COMPARISON YEAR	2008	\$471,859.30
BASE YEAR	2004	\$276,071.54
INCREASE		\$195,787.76
Government Share		5.60%
Amount Due for Current Year		\$10,964.11
The Lessor is entitled to a one-time lump sum payment in the amount of <span style="float: right;">\$10,964.11</span> payable in arrears. This amount shall be credited in your next rent check to:		
Oak Hills Property Assoc., LLC c/o Monday Properties: ATTN Timothy Helming 1000 Wilson Blvd Suite 700 Arlington, VA 22209-3906		
All other terms and conditions of the lease shall remain in force and effect.		
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.		
LESSOR: Oak Hills Property Assoc., LLC		
BY _____ (Signature)	_____ (Title)	
IN THE PRESENCE OF		
_____ (Signature)	_____ (Address)	
UNITED STATES OF AMERICA		
BY <span style="background-color: black; color: red;">(b) (6)</span>	_____ Contracting Officer, GSA, NCR, PBS, NoVA (Official Title)	

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE  SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT  No. 8	DATE  NOV -2 2009
		TO LEASE NUMBER: GS-11B-01713
Page 1 of 2		
Address of Premises: 1401 Wilson Boulevard Arlington, VA 22209		
THIS AGREEMENT, made and entered into this date by and between: Oak Hills Property Associates, LLC		
Whose address is: c/o Monday Properties 230 Park Avenue, Suite 500 New York, NY 10169 Attn: Theresa Piscitelli		
Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government.		
WHEREAS, the parties hereto desire to amend the above Lease.		
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended upon execution by the Government as follows:		
1. <u>Extended Term.</u> This SLA is issued to extend the term of this Lease for a period of five (5) years retroactively from March 2, 2009 through March 1, 2014 (the "Extended Term"). The Government may terminate this Lease, effective as of September 30, 2012 by providing written notice to the Lessor no later than September 30, 2011, and no rent shall accrue after the effective date of termination so long as the Government vacates the entire Premises (defined below) on or before such effective date. Said notice shall be computed from the date of mailing. The Government shall have no renewal rights and no termination rights except as set forth in the GSA Form 3517B included in the Lease.		
2. <u>Rent and Additional Rent during Extended Term.</u> The premises consists of 29,016 BOMA rentable square feet (BRSF) (25,710 BOMA Office Area (BOASF)) of office space (the "Premises") on the 8th and 9th floors of the building. Effective retroactively as of March 2, 2009, the annual rent shall be \$1,102,608.00 (29,016 BRSF x \$38.00 per BRSF) plus all accrued operating expense adjustments and real estate tax adjustments over the original base amounts calculated in accordance with the Lease, payable at the rate of \$91,884.00 per month, in arrears. The Government shall pay to the Lessor, within 60 calendar days following full execution of this SLA, a single lump sum payment for all Extended Term rent not previously paid to the Lessor. During the Extended Term, operating expense adjustments, real estate tax adjustments, and any other additional rent or additional charges, if any, shall continue to be made in accordance with the terms of the Lease with no change to the base amounts or base years.		
(continued on next page)		
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.		
LESSOR: Oak Hills Property Associates, LLC BY: (b) (6) _____ _____ Westreich IN (b) (6) _____ _____ (Signature) 230 Park Ave Suite 500, NY, NY 10169 (Address)		
UNITED STATES OF AMERICA BY: (b) (6) _____ _____ Contracting Officer, GSA, NCR, (WP4PRDL) (Official Title)		

3. Condition of Premises. The Government shall accept and continue to occupy the Premises in their "as-existing" condition and the Lessor shall have no obligation whatsoever to make any structural or other improvements in or to any part of the Premises or the building in the preparation for the Government's occupancy during the Extended Term, except that the acceptance of the Premises "as-existing" shall not relieve the Lessor from future alterations, repairs, maintenance, replacements or other obligations set forth in the SFO which shall be performed in accordance with the standards set forth in the SFO and result in the continued quality and function of the Premises at or above their levels as of the date of this SLA. Lessor represents that, to Lessor's knowledge, the Premises are in good repair and tenantable condition as of the date hereof.
4. Commission. Studley, Inc. is the authorized real estate broker representing GSA in connection with this lease amendment transaction. The Lessor has agreed to pay to Studley, Inc. a cooperating lease commission of \$38,296.07. The Lessor agrees to pay Studley, Inc., 555 13<sup>th</sup> Street, N.W., Suite 420 East, Washington, DC 20004, the commission in the lump sum amount of \$38,296.07, which shall be due to Studley, Inc. upon execution and delivery of this SLA by the Government and payable not later than thirty (30) days after receipt of an invoice from Studley, Inc.
5. Rent Abatement. As part of the overall transaction, the Lessor has agreed to provide the Government with free rent in the amount of \$40,664.89 which shall be paid as free rent during the first full month of the Extended Term.
6. Payment Obligation. This document will not constitute a payment obligation until the date of execution by the United States. As a result, even though payments will be made retroactively, no monies whatsoever are due under this agreement until thirty days after the date of execution by the Government's Contracting Officer.
7. All other terms and conditions of the Lease shall remain in force and effect.

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GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

No. 9

DATE 11 31

TO LEASE NO.

GS-11B-01697

ADDRESS OF PREMISES

1401 Wilson Blvd  
1401 Wilson Blvd  
Arlington, VA 22209

THIS AGREEMENT, made and entered into this date by and between Oak Hills Property Assoc., LLC  
whose address is: c/o Monday Properties: ATTN Timothy Helming  
1000 Wilson Blvd, Suite 700  
Arlington, VA 22209-3906

Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter covenant and agree that the said lease is hereby amended as follows:

Issued to reflect the annual real estate tax escalation provided for in the basic lease agreement.

COMPARISON YEAR	2009	\$472,885.54
BASE YEAR	2004	\$276,071.54
INCREASE		
Government Share		\$198,814.00
		5.60%
Amount Due for Current Year		\$11,021.58

The Lessor is entitled to a one-time lump sum payment in the amount of \$11,021.58 payable in arrears. This amount shall be credited in your next rent check to:

Oak Hills Property Assoc., LLC  
c/o Monday Properties: ATTN Timothy Helming  
1000 Wilson Blvd Suite 700  
Arlington, VA 22209-3906

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: Oak Hills Property Assoc., LLC

BY

(Signature)

(Title)

IN THE PRESENCE OF

(Signature)

(Address)

UNITED STATES OF AMERICA

(b) (6)

BY

(Signature)

Contracting Officer, GSA, NCR, PBS, NoVA  
(Official Title)

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

No. 10

DATE

TO LEASE NO.

GS-11B-01781

ADDRESS OF PREMISES

1401 Wilson Blvd  
Arlington, VA 22209

THIS AGREEMENT, made and entered into this date by and between  
whose address is:

Oak Hills Property Assoc., LLC

c/o Monday Properties, ATTN Timothy Helming

1000 Wilson Blvd, Suite 700

Arlington, VA 22209-3906

Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter covenant and agree that the said lease is hereby amended effective March 18, 2009 as follows:

Issued to reflect the annual operating cost escalation provided for in the basic lease agreement.

Base (CPI-W-U.S. City Avg)	February	2005	187.30
Corresponding Index	February	2009	206.708
Base Operating Cost Per Lease			(b) (4)
% Increase In CPI-W			
Annual Increase In Operating Cost			
Less Previous Escalation Paid			\$3,921.34
Annual Increase In Operating Cost Due Lessor			(b) (4)

Effective March 18, 2009, the annual rent is increased by (b) (4)  
The new annual rent is \$167,890.52 payable at the rate of \$13,990.88 per month.  
The rent check shall be made payable to:

Oak Hills Property Assoc., LLC  
c/o Monday Properties, ATTN Timothy Helming

1000 Wilson Blvd Suite 700  
Arlington, VA 22209-3906

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: Oak Hills Property Assoc., LLC

BY \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

IN THE PRESENCE OF

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Address)

UNITED STATES OF AMERICA

BY (b) (6)  
(Signature)

Contracting Officer, GSA NCR PBS Metropolitan Services Division  
(Official Title)

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT <div style="text-align: center;">No. 11</div> TO LEASE NO. <span style="float: right;">GS-11B-01781</span>	DATE <div style="text-align: center;">/ /</div>
ADDRESS OF PREMISES 1401 Wilson Blvd Arlington, VA 22009		
THIS AGREEMENT, made and entered into, this date by and between      Oak Hills Property Assoc., LLC whose address is:      Monday Properties 230 Park Avenue Suite 500 New York- Manhattan, NY 10169		
Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:		
WHEREAS, the parties hereto desire to amend the above Lease.		
NOW THEREFORE, these parties for the considerations hereinafter covenant and agree that the said lease is hereby amended as follows:		
Issued to reflect the annual real estate tax escalation provided for in the basic lease agreement.		
COMPARISON YEAR	2009	\$472,885.54
BASE YEAR	2005	\$281,376.16
INCREASE		\$191,509.38
Government Share		3.52%
Amount Due for Current Year		\$6,741.13
The Lessor is entitled to a one-time lump sum payment in the amount of payable in arrears. This amount shall be credited in your next rent check to:		\$6,741.13
Oak Hills Property Assoc. LLC Monday Properties New York- Manhattan, NY 10169		
All other terms and conditions of the lease shall remain in force and effect.		
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.		
LESSOR: Oak Hills Property Assoc., LLC		
BY _____ (Signature)	_____ (Title)	
IN THE PRESENCE OF		
_____ (Signature)	_____ (Address)	
UNITED STATES OF AMERICA		
BY <span style="background-color: black; color: red;">(b) (6)</span> _____ (Signature)	_____ Contracting Officer, GSA, NCR, PBS, NoVA (Official Title)	







3. Condition of Premises. The Government shall accept and continue to occupy the Premises in their "as-existing" condition and the Lessor shall have no obligation whatsoever to make any structural or other improvements in or to any part of the Premises or the building in the preparation for the Government's occupancy during the Extended Term, except that the acceptance of the Premises "as-existing" shall not relieve the Lessor from future alterations, repairs, maintenance, replacements or other obligations set forth in the SFO which shall be performed in accordance with the standards set forth in the SFO and result in the continued quality and function of the Premises at or above their levels as of the date of this SLA. Lessor represents that, to Lessor's knowledge, the Premises are in good repair and tenantable condition as of the date hereof.
4. Commission. Studley, Inc. is the authorized real estate broker representing GSA in connection with this lease amendment transaction. The Lessor has agreed to pay to Studley, Inc. a cooperating lease commission of (b) (4). The Lessor agrees to pay Studley, Inc., 555 13<sup>th</sup> Street, N.W., Suite 420 East, Washington, DC 20004, the commission in the lump sum amount of (b) (4), which shall be due to Studley, Inc. upon execution and delivery of this SLA by the Government and payable not later than thirty (30) days after receipt of an invoice from Studley, Inc.
5. Rent Abatement. As part of the overall transaction, the Lessor has agreed to provide the Government with free rent in the amount of \$57,176.50 which shall be paid as free rent during the first full month of the Extended Term.
6. Lessor's Relocation Right. If the Government exercises its termination right set forth in Paragraph 1 above, the Lessor shall have the right (the "Lessor's Relocation Right") to relocate the Government from the premises currently leased at 1101 Wilson Boulevard, Rosslyn, VA under Lease No. GS-11B-01954 and/or Lease No. GS-11B-01991 (the "Vacated Premises") to the Premises under this Lease (i.e., Lease No. GS-11B-00202) (the "Relocation Premises") by providing written notice to the Government not earlier than September 30, 2011 and not later than March 31, 2012. If the Lessor exercises the Lessor's Relocation Right, the Government's occupancy of the Relocation Premises shall be on the same terms and conditions as previously governed its occupancy of the Vacated Premises and in "like for like" space as currently exists under GS-11B-01954 and/or GS-11B-01991, as applicable, except that: (i) the annual base rental rate for the Relocation Premises shall be the annual rent (i.e., base rent plus accrued additional rent) in effect at the time of such relocation under Lease No. GS-11B-01954 and/or Lease No. GS-11B-01991, as applicable, less \$4.00/BRSF; (ii) the operating expense base and real estate tax base shall be revised to be equivalent to the pro rata actual operating expense and real estate taxes in effect at the Relocation Premises during the 12 months immediately prior to the effective date of such relocation but operating expense adjustments, real estate tax adjustments, and any other additional rent or additional charges, if any, shall continue to be made without interruption; (iii) the Government's new percentage of occupancy in the Relocation Premises shall apply; (iv) the Lessor shall provide a relocation allowance in the amount of \$40.00 per BOASF X the total BOASF of the Vacated Premises to the Government to be used for the costs of preparing the Relocation Premises for the Government's occupancy which shall be accomplished in accordance with the terms and conditions of the SFO applicable to the Vacated Premises; and (v) the Lessor will effect such relocation at no cost to the Government. The parties shall promptly negotiate and execute the appropriate documentation for the relocation, including, if necessary a Novation Agreement.
7. Payment Obligation. This document will not constitute a payment obligation until the date of execution by the United States. As a result, even though payments will be made retroactively, no monies whatsoever are due under this agreement until thirty days after the date of execution by the Government's Contracting Officer.
8. All other terms and conditions of the Lease shall remain in force and effect.

(The Remainder of the Page Left Intentionally Blank)

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT		SUPPLEMENTAL AGREEMENT No. 13 TO LEASE NO. GS-11B-01833		DATE 6/15/2009
ADDRESS OF PREMISES 1401 Wilson Blvd Arlington, VA 22209				
THIS AGREEMENT, made and entered into this date by and between whose address is:		Oak Hills Property Associates, LLC Monday Properties 280 Park Avenue Suite 600 New York-Manhattan, NY 10169		
Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:				
WHEREAS, the parties hereto desire to amend the above Lease.				
NOW THEREFORE, these parties for the considerations hereinafter covenant and agree that the said lease is hereby amended effective May 9, 2009 as follows:				
Issued to reflect the annual operating cost escalation provided for in the basic lease agreement.				
Base (CPI-W-U.S. City Avg) Corresponding Index Base Operating Cost Per Lease % Increase In CPI-W Annual Increase In Operating Cost Less Previous Escalation Paid Annual Increase In Operating Cost Due Lessor		Apr 2007 Apr 2008	210.698 207.925 <div style="background-color: black; color: red; padding: 5px; display: inline-block;">(b) (4)</div>	
Effective May 9, 2009, the annual rent is decreased by (\$437.82) The new annual rent is \$131,391.20 payable at the rate of \$10,949.27 per month. The rent check shall be made payable to:				
Oak Hills Property Associates, LLC Monday Properties 280 Park Avenue Suite 600 New York-Manhattan, NY 10169				
All other terms and conditions of the lease shall remain in force and effect.				
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.				
LESSOR: Oak Hills Property Associates, LLC				
BY _____ (Signature) _____ (Title) _____				
IN THE PRESENCE OF _____ (Signature) _____				
UNITED STATES OF AMERICA <div style="background-color: black; color: red; padding: 5px; display: inline-block;">(b) (6)</div>				
BY _____ _____ Contracting Officer, GSA, NCR, PBS, Metropolitan Services Division (Official Title)				

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

No. 13

DATE

TO LEASE NO.

GS-11B-00202

ADDRESS OF PREMISES

1401 Wilson Blvd  
1401 Wilson Blvd  
Arlington, VA 22209

THIS AGREEMENT, made and entered into this date by and between Oak Hills Property Assoc., LLC

whose address is:

c/o Monday Properties, ATTN: Theresa Piscatelli  
230 Park Avenue, Suite #500  
New York, NY 10169

(Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter covenant and agree that the said lease is hereby amended as follows:

Issued to reflect the annual real estate tax escalation provided for in the basic lease agreement.  
RPC# 16039002

COMPARISON YEAR	2009	\$472,885.54
BASE YEAR	2000	\$256,376.06
INCREASE		
PERCENTAGE OF GOVERNMENT OCCUPANCY		\$216,509.48
AMOUNT DUE TO LESSOR		34.52%
		\$74,739.07

The Lessor is entitled to a one-time lump sum payment in the amount of \$74,739.07 payable in arrears. This amount shall be paid with your next rent check:

Oak Hills Property Assoc. LLC  
c/o Monday Properties, ATTN: Theresa Piscatelli  
230 Park Avenue, Suite #500  
New York, NY 10169

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: Oak Hills Property Assoc., LLC

BY

(Signature)

(Title)

IN THE PRESENCE OF

(Signature)

(Address)

UNITED STATES OF AMERICA

(b) (6)

BY

Contracting Officer, GSA, NCR, PBS, NoVA  
(Official Title)

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE  SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT  No. <u>14</u>	DATE
		TO LEASE NUMBER: GS-11B-01833
Address of Premises: 1401 Wilson Boulevard Arlington, VA 22209		
THIS AGREEMENT, made and entered into this date by and between: Oak Hills Property Associates, LLC		
Whose address is: c/o Monday Properties 230 Park Avenue, Suite 500 New York, NY 10169 Attn: Theresa Piscitelli		
Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government.		
WHEREAS, the parties hereto desire to amend the above Lease.		
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended upon execution by the Government as follows:		
<p>1. <u>Extended Term</u>. This SLA is issued to extend the term of this Lease for a period of five (5) years from May 9, 2010 through May 8, 2015 (the "Extended Term"). The Government may terminate this Lease, effective as of September 30, 2012 by providing written notice to the Lessor no later than September 30, 2011, and no rent shall accrue after the effective date of termination so long as the Government vacates the entire Premises (defined below) on or before such effective date. Said notice shall be computed from the date of mailing. The Government shall have no renewal rights and no termination rights except as set forth in the GSA Form 3517B included in the Lease.</p> <p>2. <u>Rent and Additional Rent during Extended Term</u>. The premises consists of 5,436 BOMA rentable square feet (BRSF) (4,815 BOMA Office Area (BOASF)) of office space (the "Premises") on portions of the 2nd and 10th floors of the building. Effective as of May 9, 2010, the annual rent shall be \$206,568.00 (5,436 BRSF x \$38.00 per BRSF) plus all accrued operating expense adjustments and real estate tax adjustments over the original base amounts calculated in accordance with the Lease, payable at the rate of \$17,214.00 per month, in arrears. During the Extended Term, operating expense adjustments, real estate tax adjustments, and any other additional rent or additional charges, if any, shall continue to be made in accordance with the terms of the Lease with no change to the base amounts or base years.</p> <p style="text-align: center;">(continued on next page)</p>		
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.		
LESSOR: Oak Hills Property Associates, LLC		
BY: <u>(b) (6)</u> Anthony Westreich	<u>President</u> (Title)	
IN THE PRESENCE OF (witnessed by):		
<u>(b) (6)</u> (Signature)	<u>230 Park Ave - Suite 500, NY, NY 10169</u> (Address)	
UNITED STATES OF AMERICA		
BY: <u>(b) (6)</u> TC Hairston	<u>Contracting Officer, GSA, NCR, (WP4PRDL)</u> (Official Title)	



3. Condition of Premises. The Government shall accept and continue to occupy the Premises in their "as-existing" condition and the Lessor shall have no obligation whatsoever to make any structural or other improvements in or to any part of the Premises or the building in the preparation for the Government's occupancy during the Extended Term, except that the acceptance of the Premises "as-existing" shall not relieve the Lessor from future alterations, repairs, maintenance, replacements or other obligations set forth in the SFO which shall be performed in accordance with the standards set forth in the SFO and result in the continued quality and function of the Premises at or above their levels as of the date of this SLA. Lessor represents that, to Lessor's knowledge, the Premises are in good repair and tenantable condition as of the date hereof.
4. Commission. Studley, Inc. is the authorized real estate broker representing GSA in connection with this lease amendment transaction. The Lessor has agreed to pay to Studley, Inc. a cooperating lease commission of (b) (4). The Lessor agrees to pay Studley, Inc., 555 13<sup>th</sup> Street, N.W., Suite 420 East, Washington, DC 20004, the commission in the lump sum amount of (b) (4) which shall be due to Studley, Inc. upon execution and delivery of this SLA by the Government and payable not later than thirty (30) days after receipt of an invoice from Studley, Inc.
5. Rent Abatement. As part of the overall transaction, the Lessor has agreed to provide the Government with free rent in the amount of \$5,096.07 which shall be paid as free rent during the first full month of the Extended Term.
6. Payment Obligation. This document will not constitute a payment obligation until the date of execution by the United States. As a result, even though payments will be made retroactively, no monies whatsoever are due under this agreement until thirty days after the date of execution by the Government's Contracting Officer.
7. All other terms and conditions of the Lease shall remain in force and effect.

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GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 16 TO LEASE NO. GS-11B-01833	DATE DEC 17 2009
ADDRESS OF PREMISES 1401 Wilson Blvd 1401 Wilson Blvd Arlington, VA 22009		
THIS AGREEMENT, made and entered into this date by and between Oak Hills Property Assoc., LLC whose address is: Monday Properties 230 Park Avenue Suite 500 New York, Manhattan, NY 10169		
Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:		
WHEREAS, the parties hereto desire to amend the above Lease.		
NOW THEREFORE, these parties for the considerations hereinafter covenant and agree that the said lease is hereby amended as follows:		
Issued to reflect the annual real estate tax escalation provided for in the basic lease agreement. RPC# 10039002		
COMPARISON YEAR	2009	\$472,885.54
BASE YEAR	2005	\$281,376.18
INCREASE		\$191,509.36
PERCENTAGE OF GOVERNMENT OCCUPANCY		2.88%
AMOUNT DUE TO LESSOR		\$5,515.47
The Lessor is entitled to a one-time lump sum payment in the amount of payable in arrears. This amount shall be paid with your next rent check:		\$5,515.47
Oak Hills Property Assoc., LLC Monday Properties 230 Park Avenue Suite 500 New York, Manhattan, NY 10169		
All other terms and conditions of the lease shall remain in force and effect.		
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.		
LESSOR: Oak Hills Property Assoc., LLC		
BY _____ (Signature)	_____ (Title)	
IN THE PRESENCE OF		
_____ (Signature)	_____ (Address)	
UNITED STATES OF AMERICA		
BY <span style="background-color: black; color: red;">(b) (6)</span> _____ (Signature)	_____ Contracting Officer, GSA, NCR, PBS, Real Estate Admin. (Official Title)	

STANDARD FORM 2  
FEBRUARY 1965 EDITION  
GENERAL SERVICES ADMINISTRATION  
FPR (41CFR) 101-11.601

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE:

LEASE #GS-11B-00202

THIS LEASE, made and entered into this date between: Oak Hills Company

Whose address is: c/o 1000 Wilson Boulevard  
Suite, 700  
Arlington, Virginia 22209

And whose interest in the property hereinafter described is that of OWNER, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the Government.

\*\*\*\*\*

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 65,003 BOMA Rentable Square Feet (RSF) or 57,576 BOMA Office Usable Square Feet (BOUSF) office and related space, including the entire B level (7,730 RSF/6,847 USF), 2nd floor (6,309 RSF/5,588 USF), 3rd floor (14,513 RSF/12,855 USF), 4<sup>th</sup> floor (14,513 RSF/12,855 USF), 5<sup>th</sup> floor (14,513 RSF/12,855 USF), 6<sup>th</sup> floor (4,137 RSF/3,664 USF) and the 10<sup>th</sup> floor (3,288 RSF/2,912 USF) in the building known as 1401 Wilson Boulevard, Arlington, Virginia 22209

To be used for SUCH PURPOSES AS DETERMINED BY THE GOVERNMENT.

\*\*\*\*\*

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the SUCCEEDING FIVE (5) YEAR FIRM TERM beginning July 2, 2000, through July 1, 2005, subject to termination and renewal rights as may be hereinafter set forth.

\*\*\*\*\*

3. The Government shall pay the Lessor an annual rent of \$1,353,036 (\$20.81/RSF and \$23.50 BOUSF) at the rate of \$112,753 per MONTH in arrears. Rent for a lesser period or lesser space shall be prorated. Rent checks shall be payable to:

Oak Hills Company  
1000 Wilson Boulevard  
Suite, 700  
Arlington, Virginia 22209

The Government's share of tax increases/ decreases and percentage of occupancy for the purpose of computing tax adjustments per the SFO, in Paragraph 2.4 entitled "TAX ADJUSTMENTS" shall be 34.2%. The Government's base costs of services and utilities for the purpose of calculating operating cost escalations as described in the SFO, Paragraph 2.6 entitled "Operating Costs" shall be (b) (4) as indicated on the GSA Form 1217 attached hereto.

\*\*\*\*\*

4. ~~The government may terminate this lease at any time by giving at least \_\_\_\_\_ days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.~~

\*\*\*\*\*

5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:

The Government shall have the right to (1) renewal option for a FIVE-YEAR TERM at an annual rental rate of \$1,698,492.00 (\$29.50/ RSF and \$26.12/ BOUSF), payable at the rate of \$141,541 per Month in arrears. Such rate shall be inclusive of adjusted future operating costs. The renewal option shall become effective provided notice be given in writing to the Lessor at least 180 days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

LESSOR  GOV'T 

EXCEPTION TO SF2 APPROVED GSA/IRMS 12D89

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

EXCEPT AS SET FORTH BELOW OR ELSEWHERE IN THIS LEASE, ALL SERVICES, IMPROVEMENTS, ALTERATIONS, REPAIRS, AND UTILITIES AS DEFINED BY THIS LEASE.

- a) The annual rent set forth in paragraph 3 is inclusive of the Lessor providing all Warm Lit Shell requirements including, but not limited to, full compliance with all Fire and Life Safety, full handicapped accessibility compliance, new paint, carpet, and cove base installed throughout the Government demised area. The Lessor shall be responsible for the removal and replacement of traditional furniture. Connect/reconnect of systems furniture is excluded from the Lessor's responsibilities.
- b) Normal hours of operation are extended from 7 AM to 6 PM daily and Saturdays from 9 AM to 1 PM except Sundays and Federal holidays and in accordance with the buildings normal working hours. See paragraph 6.3 of the SFO entitled "NORMAL HOURS". The overtime rate for services and utilities is \$25 per hour, which is a comprehensive rate that does not include personnel costs, for the entire Government demised area. The minimum hours for weekend overtime charged for each usage is 3 hours. See paragraph 6.4 of the SFO entitled "Overtime Usage".
- c) All Government owned equipment shall be sub-metered and the cost of utility consumption for such equipment shall be borne by the Government tenant.
- d) Included in the rent, is a Tenant Improvement allowance in the amount of \$0 (\$0.00/ BOUSF). The Government will amortize the Tenant improvement allowance at an annual interest rate of 0.0%. The Government reserves the right to do-amortize any unused allowance at the rate of 0% interest per annum.
- e) The Lessor shall comply with all Fire and Life Safety and handicapped accessibility requirements for all space under this lease.
- f) Cleaning is to be performed after tenant working hours. The rate for daytime cleaning is an additional \$ .20 per BOUSF.
- g) Within 60 days of Lease execution, the Lessor shall provide the Government with as-built CAD files and drawing per the SFO, paragraphs 3.4 and 3.5.

7. The following are attached and made a part hereof:

1. SOLICITATION FOR OFFERS #99-025, 25 PAGES
2. ATTACHMENT #1, 1 PAGES
3. ATTACHMENT #2 TO THE SOLICITATION FOR OFFERS, 1 PAGE(S)
4. ATTACHMENT #3 TO THE SOLICITATION FOR OFFERS, 2 PAGES
5. ATTACHMENT #5 TO THE SOLICITATION FOR OFFERS, 7 PAGES
6. GSA FORM 1217, LESSOR'S COST STATEMENT, 1 PAGE(S)
7. GSA FORM 3517, GENERAL CLAUSES, 26 PAGE(S)
8. GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS, 4 PAGE(S)
9. FLOORPLAN(S) OF LEASED AREA, 5 PAGE(S)
10. RIDER, 1 PAGE

8. The following changes were made in this lease prior to its execution: Paragraph 4 was deleted in its entirety.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR:

BY (b) (6) BY Timothy H. Helmig, Vice President  
(b) (6) 1000 Wilson Blvd. Suite 700  
IN PRESENCE OF (b) (6) ADDRESS ARLINGTON, Va. 22209

UNITED STATES OF AMERICA

BY (b) (6) CONTRACTING OFFICER, GSA, NCR, OPR, RED

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE		SUPPLEMENTAL AGREEMENT	DATE
SUPPLEMENTAL LEASE AGREEMENT		No. 8	NOV 18 2009
		TO LEASE NUMBER: GS-11B-01637	Page 1 of 2
Address of Premises: 1401 Wilson Boulevard Arlington, VA 22209			
THIS AGREEMENT, made and entered into this date by and between: Oak Hills Property Associates, LLC			
Whose address is: c/o Monday Properties 230 Park Avenue, Suite 500 New York, NY 10169 Attn: Theresa Piscitelli			
Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government.			
WHEREAS, the parties hereto desire to amend the above Lease.			
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended upon execution by the Government as follows:			
1. <u>Extended Term</u> . This SLA is issued to extend the term of this Lease for a period of five (5) years retroactively from January 2, 2009 through January 1, 2014 (the "Extended Term"). The Government may terminate this Lease, effective as of September 30, 2012 by providing written notice to the Lessor no later than September 30, 2011, and no rent shall accrue after the effective date of termination so long as the Government vacates the entire Premises (defined below) on or before such effective date. Said notice shall be computed from the date of mailing. The Government shall have no renewal rights and no termination rights except as set forth in the GSA Form 3517B included in the Lease.			
2. <u>Rent and Additional Rent during Extended Term</u> . The premises consists of 10,543 BOMA rentable square feet (BRSF) (9,338 BOMA Office Area (BOASF)) of office space (the "Premises") on the 6th floor of the building. Effective retroactively as of January 2, 2009, the annual rent shall be \$400,634.00 (10,543 BRSF x \$38.00 per BRSF) plus all accrued operating expense adjustments and real estate tax adjustments over the original base amounts calculated in accordance with the Lease, payable at the rate of \$33,386.17 per month, in arrears. The Government shall pay to the Lessor, within 60 calendar days following full execution of this SLA, a single lump sum payment for all Extended Term rent not previously paid to the Lessor. During the Extended Term, operating expense adjustments, real estate tax adjustments, and any other additional rent or additional charges, if any, shall continue to be made in accordance with the terms of the Lease with no change to the base amounts or base years.			
(continued on next page)			
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.			
LESSOR: Oak Hills Property Associates, LLC			
BY: (b) (6) Anthony Westreich		_____ President (Title)	
IN THE PRESENCE OF (witnessed by):			
(b) (6)		230 Park Ave - Suite 500, NY, NY 10169 (Address)	
UNITED STATES OF AMERICA			
BY: (b) (6) TC Hairston		_____ Contracting Officer, GSA, NCR, (WP4PRDL) (Official Title)	

3. Condition of Premises. The Government shall accept and continue to occupy the Premises in their "as-existing" condition and the Lessor shall have no obligation whatsoever to make any structural or other improvements in or to any part of the Premises or the building in the preparation for the Government's occupancy during the Extended Term, except that the acceptance of the Premises "as-existing" shall not relieve the Lessor from future alterations, repairs, maintenance, replacements or other obligations set forth in the SFO which shall be performed in accordance with the standards set forth in the SFO and result in the continued quality and function of the Premises at or above their levels as of the date of this SLA. Lessor represents that, to Lessor's knowledge, the Premises are in good repair and tenantable condition as of the date hereof.
4. Commission. Studley, Inc. is the authorized real estate broker representing GSA in connection with this lease amendment transaction. The Lessor has agreed to pay to Studley, Inc. a cooperating lease commission of (b) (4). The Lessor agrees to pay Studley, Inc., 555 13<sup>th</sup> Street, N.W., Suite 420 East, Washington, DC 20004, the commission in the lump sum amount of (b) (4) which shall be due to Studley, Inc. upon execution and delivery of this SLA by the Government and payable not later than thirty (30) days after receipt of an invoice from Studley, Inc.
5. Rent Abatement. As part of the overall transaction, the Lessor has agreed to provide the Government with free rent in the amount of \$15,463.40 which shall be paid as free rent during the first full month of the Extended Term.
6. Payment Obligation. This document will not constitute a payment obligation until the date of execution by the United States. As a result, even though payments will be made retroactively, no monies whatsoever are due under this agreement until thirty days after the date of execution by the Government's Contracting Officer.
7. All other terms and conditions of the Lease shall remain in force and effect.



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GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	SUPPLEMENTAL AGREEMENT	DATE
SUPPLEMENTAL LEASE AGREEMENT	No. 8	OCT 30 2009
TO LEASE NUMBER: GS-11B-01814		Page 1 of 2
Address of Premises: 1501 Wilson Boulevard Arlington, VA 22209		
THIS AGREEMENT, made and entered into this date by and between: Art Property Associates, LLC		
Whose address is: c/o Monday Properties 230 Park Avenue, Suite 500 New York, NY 10169 Attn: Theresa Piscitelli		
Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government.		
WHEREAS, the parties hereto desire to amend the above Lease.		
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended upon execution by the Government as follows:		
<p>1. <u>Extended Term</u>. This SLA is issued to extend the term of this Lease for a period of five (5) years from April 5, 2011 through April 4, 2016 (the "Extended Term"). The Government may terminate this Lease, effective as of April 4, 2015 by providing written notice to the Lessor no later than April 4, 2014, and no rent shall accrue after the effective date of termination so long as the Government vacates the entire Premises (defined below) on or before such effective date. Said notice shall be computed from the date of mailing. The Government shall have no renewal rights and no termination rights except as set forth in the GSA Form 3517B included in the Lease.</p> <p>2. <u>Rent and Additional Rent during Extended Term</u>. The premises consists of 2,605 BOMA rentable square feet (BRSF) (2,246 BOMA Office Area (BOASF)) of office space (the "Premises") on a portion of the 12th floor of the building. Effective as of April 5, 2011, the annual rent shall be \$98,990.00 (2,605 BRSF x \$38.00 per BRSF) plus all accrued operating expense adjustments and real estate tax adjustments over the original base amounts calculated in accordance with the Lease, payable at the rate of \$8,249.17 per month, in arrears. During the Extended Term, operating expense adjustments, real estate tax adjustments, and any other additional rent or additional charges, if any, shall continue to be made in accordance with the terms of the Lease with no change to the base amounts or base years.</p> <p>(continued on next page)</p>		
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.		
LESSOR: Art Property Associates, LLC		
BY: _____	_____	President (Title)
Anthony Westreich		
IN THE PRESENCE OF (witnessed by):		
(b) (6)	_____	230 Park Ave Suite 500, NY, NY 10169 (Address)
(Signature)		
UNITED STATES OF AMERICA		
BY: _____	_____	Contracting Officer, GSA, NCR, (WP4PRDL) (Official Title)
W C Hairston		



3. Condition of Premises. The Government shall accept and continue to occupy the Premises in their "as-existing" condition and the Lessor shall have no obligation whatsoever to make any structural or other improvements in or to any part of the Premises or the building in the preparation for the Government's occupancy during the Extended Term, except that the acceptance of the Premises "as-existing" shall not relieve the Lessor from future alterations, repairs, maintenance, replacements or other obligations set forth in the SFO which shall be performed in accordance with the standards set forth in the SFO and result in the continued quality and function of the Premises at or above their levels as of the date of this SLA. Lessor represents that, to Lessor's knowledge, the Premises are in good repair and tenantable condition as of the date hereof.
4. Commission Studley, Inc. is the authorized real estate broker representing GSA in connection with this lease amendment transaction. The Lessor has agreed to pay to Studley, Inc. a cooperating lease commission of (b) (4) [REDACTED]. The Lessor agrees to pay Studley, Inc., 555 13<sup>th</sup> Street, N.W., Suite 420 East, Washington, DC 20004, the commission in the lump sum amount of (b) (4) [REDACTED] which shall be due to Studley, Inc. upon execution and delivery of this SLA by the Government and payable not later than thirty (30) days after receipt of an invoice from Studley, Inc.
5. Rent Abatement. As part of the overall transaction, the Lessor has agreed to provide the Government with free rent in the amount of \$4,078.39 which shall be paid as free rent during the first full month of the Extended Term.
6. Payment Obligation. This document will not constitute a payment obligation until the date of execution by the United States. As a result, even though payments will be made retroactively, no monies whatsoever are due under this agreement until thirty days after the date of execution by the Government's Contracting Officer.
7. All other terms and conditions of the Lease shall remain in force and effect.

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Lessor  / Gov 



STANDARD FORM 2  
FEBRUARY 1965 EDITION  
GENERAL SERVICES ADMINISTRATION  
(FPR 41 CFR) 101-16.601

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE

APR 14 2005

LEASE # GS-11B-01814

THIS LEASE, made and entered into this date between ART ASSOCIATES

Whose address is: c/o Westfield Realty, Inc.  
1000 Wilson Boulevard, Suite 700  
Arlington, VA 22209

And whose interest in the property hereinafter described is that of LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the Government.

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 2,605 Boma Rentable Square Feet (RSF) [equivalent to 2,246 Ansi Boma Office Area Square Feet (BOASF)] being a portion of the 12th floor (suite 1225) in the office building located at 1501 Wilson Boulevard, Arlington VA 22209 to be used for OFFICE AND SUCH RELATED PURPOSES AS DETERMINED BY THE GOVERNMENT (See Exhibit A - Floor plan of leased premises).

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the FIVE (5) YEAR FIRM term beginning on the commencement date determined in accordance with section 2.13 "Construction Schedule of Tenant Improvements" of the SFO.

3. The Government shall pay the Lessor an annual rent of \$57,789.58 (\$22.18 /RSF and \$25.73/BOASF) at the rate of \$4,815.80 per month in arrears. Rent for a lesser period shall be prorated. The annual rent includes an operating cost base of (b) (4) and base year real estate taxes. Notwithstanding the foregoing, payment by the Government of the first nine-tenths (.9) month's rent, which is equal to \$4,334.22 shall be abated entirely, in accordance with section 6.c herein. Payment of CPI increases in operating cost and adjustments for real estate taxes shall be made by the Government in accordance with the SFO # 03-018. Rent checks shall be made payable to: Westfield Realty Inc., 1000 Wilson Boulevard, Suite 700, Arlington, VA. 22209.

The Government's percentage of occupancy for real estate tax purposes shall be 2.13% based on 2,605 RSF/122,128 RSF.

- ~~4. The Government may terminate this lease at any time by giving at least \_\_\_\_\_ day's notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after day the date of mailing.~~

5. The Government shall have the right to one (1) renewal option for a five (5) year term at an annual rental rate of \$71,265.58 (\$27.35723/RSF and \$31.73/BOASF), at the rate of \$5,938.80 per month in arrears, plus cumulative operating expense adjustments from the initial lease term. Such rate is inclusive of the original operating cost base year and base year real estate taxes. Rent shall continue to be adjusted for operating cost escalations as provided in SFO 03-018 section 2.4. The Government shall continue to make an annual lump sum adjustment for change in real estate taxes as provided in SFO section 2.2. The renewal option shall become effective provided notice be given in writing to the Lessor at least 180 days before the end of the original lease term. All other terms and conditions of this lease shall remain the same during the renewal term. Said notice shall be computed commencing with the day after the date of mailing.

LESSOR

GOVT

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following: EXCEPT AS SET FORTH BELOW OR ELSEWHERE IN THIS LEASE, ALL SERVICES, IMPROVEMENTS, ALTERATIONS, REPAIRS, AND UTILITIES AS DEFINED BY THIS LEASE. THIS LEASE IS FULL SERVICE.
- a) FIRE & LIFE SAFETY: As a condition of lease commencement, within 90 days after execution of this lease, Lessor shall correct all deficiencies and comply with all recommendations and findings of the attachment #4, Fire Protection & Life Safety Evaluation report prepared by a Certified Fire Protection Engineer, as well as the recommendations and findings of the GSA Fire Protection Engineering Section's review of the report.
  - b) TENANT IMPROVEMENTS: The Government's rent does not include an amortized Tenant Improvement Allowance. All cost for tenant improvements will be paid by the Government via lump sum payment.
  - c) Pursuant to paragraph 1.11 "Brokerage Commission" in lieu of a commission to the Government's broker the Government shall be entitled to and immediate rent credit of .9 month's rent, which equals \$4,334.22.
  - d) Pursuant to paragraph 6.2 & 6.3 of the SFO: Utilities and maintenance will be provided daily, extending from 7:00 am to 7:00 pm, Monday through Friday and 8:00 am to 4:00pm on Saturday excluding Sundays and federal holidays. The rate for overtime HVAC service to the premises governed by this lease shall be \$30.00 per hour, beyond Normal Hour Schedule, for a minimum of 4 (four) hours which includes engineering fees on Sundays and Holidays. These rates shall escalate in a manner consistent with, the Operating Cost Escalation, in paragraph's (2.4 & 2.5) of the SFO.
  - e) If the Lessor initiates a successful tax appeal, any tax reduction due to the government will be net of the Government's percentage of occupancy share of the Lessor's reasonable and actual out-of-pocket costs of the appeal for the period of time appealed (not to exceed 25%) of any one-year appealed assessment.
7. The following are attached and made a part hereof:
- 1) SOLICITATION FOR OFFERS (SFO) #03-018, 35 PAGES
  - 2) AMENDMENT #1 TO SFO #03-018, 2 PAGES
  - 3) ATTACHMENT #1 TO THE SFO, RATE STRUCTURE, 1 PAGE
  - 4) ATTACHMENT #2 TO THE SFO, CONSTRUCTION SCHEDULE, 1 PAGE
  - 5) ATTACHMENT #3 TO THE SFO, SCOPE OF WORK, 2 PAGES
  - 6) ATTACHMENT #4 TO THE SFO, FIRE SAFETY, 8 PAGES.
  - 7) GSA FORM 1217, LESSOR'S ANNUAL COST STATEMENT, 1 PAGE
  - 8) GSA FORM 1364 & THE ATTACHMENT, 2 PAGES
  - 9) GSA FORM 3517, GENERAL CLAUSES, 26 PAGES
  - 10) GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS, 4 PAGES
  - 11) FLOORPLAN "EXHIBIT A" 1 PAGE.
  - 12) FIRE & LIFE SAFETY RIDER, 1 PAGE

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR:

Art Associate

(b) (6)

BY

Authorized Agent.

Title

By: Timothy Helwig, Director of  
Leasing

(b) (6)

IN PRESENCE

1000 Wilson Blvd. Suite 700

Address Arlington VA 22209

UNITED STATES OF AMERICA

BY

(b) (6)

TITLE

CONTRACTING OFFICER, GSA, NCR,

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 2 TO LEASE NO. GS-11B-01466	DATE
ADDRESS OF PREMISES 1501 Wilson Blvd. 1501 Wilson Blvd. Arlington, VA 22209-0000		
THIS AGREEMENT, made and entered into this date by and between Art Associates, General Partnership whose address is: C/O Westfield Trison 1000 Wilson Blvd., Ste. 700 Arlington, VA 22209-0000		
Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:		
WHEREAS, the parties hereto desire to amend the above Lease.		
NOW THEREFORE, these parties for the considerations hereinafter covenant and agree that the said lease is hereby amended as follows:		
Issued to reflect the annual real estate tax escalation provided for in the basic lease agreement. RPC# 16039002		
COMPARISON YEAR	2003	\$184,608.96
BASE YEAR	2002	\$179,057.76
INCREASE		\$5,611.20
PERCENTAGE OF GOVERNMENT OCCUPANCY		27.70%
AMOUNT DUE TO LESSOR		\$1,554.30
The Lessor is entitled to a one-time lump sum payment in the amount of \$1,554.30 payable in arrears. This amount shall be paid with your next rent check:		
Art Associates, General Partnership C/O Westfield Trison 1000 Wilson Blvd., Ste. 700 Arlington, VA 22209-0000		
All other terms and conditions of the lease shall remain in force and effect.		
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.		
LESSOR: Art Associates, General Partnership		
BY _____ (Signature)	_____ (Title)	
IN THE PRESENCE OF		
_____ (Signature)	_____ (Address)	
UNITED STATES OF AMERICA		
BY _____ (Signature)	Contracting Officer, GSA, NCR, PBS, Metropolitan services (Official Title)	

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 16 TO LEASE NO. GS-11B-01466	DATE 6 33
ADDRESS OF PREMISES 1501 Wilson Boulevard Arlington, VA 22209		
THIS AGREEMENT, made and entered into this date by and between: Art Property Associates, LLC whose address is: 230 Park Avenue Suite 500 New York, NY 10169		
Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:		
WHEREAS, the parties hereto desire to amend the above Lease.		
NOW THEREFORE, these parties for the considerations hereinafter covenant and agree that the said lease is hereby amended as follows:		
Issued to reflect the annual real estate tax escalation provided for in the basic lease agreement.		
COMPARISON YEAR	2009	\$353,585.50
BASE YEAR	2002	\$179,057.76
INCREASE		\$174,527.74
Government Share		27.70%
Amount Due for Current Year		\$48,344.18
The Lessor is entitled to a one-time lump sum payment in the amount of \$48,344.18 payable in arrears. This amount shall be credited in the next rent check to:		
Art Property Associates, LLC c/o Monday Properties 230 Park Avenue Suite 500 New York, NY 10169		
All other terms and conditions of the lease shall remain in force and effect.		
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.		
LESSOR: Art Property Associates, LLC		
BY _____ (Signature)	_____ (Title)	
IN THE PRESENCE OF		
_____ (Signature)	_____ (Address)	
UNITED STATES OF AMERICA		
BY <span style="background-color: black; color: red;">(b) (6)</span> (Signature)	Contracting Officer, GSA, NCR, PBS, NoVA (Official Title)	

## SUPPLEMENTAL LEASE AGREEMENT

## SUPPLEMENTAL AGREEMENT

No. 14

DATE

6

ADDRESS OF PREMISES

TO LEASE NO.

GS-11B-01456

Arlington Blvd

Arlington, VA 22209-3906

THIS AGREEMENT, made and entered into this date by and between

Art Property Associates, LLC

whose address is:

Monday Properties; Attn: Timothy Helmig  
700

Arlington, VA 22209-3906

Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government;

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter covenant and agree that the said lease is hereby amended effective March 15, 2009 as follows:

Issued to reflect the annual operating cost escalation provided for in the basic lease agreement.

Base (CPI-W-U.S. City Avg)

Corresponding Index

Base Operating Cost Per Lease

% Increase In CPI-W

Annual Increase In Operating Cost

Less Previous Escalation Paid

Annual Increase In Operating Cost Due Lessor

February 2002  
February 2009

173.70

206.708

(b) (4)

\$34,315.34

(b) (4)

Effective March 15, 2009

The new annual rent is \$931,769.45

The rent check shall be made payable to:

payable at the rate of

(\$558.89)

\$77,647.45

per month.

Art Property Associates, LLC

Monday Properties; Attn: Timothy Helmig  
700

Arlington, VA 22209-3906

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: Art Property Associates, LLC

BY

(Signature)

IN THE PRESENCE OF

(Title)

(Signature)

(Address)

UNITED STATES OF AMERICA

(b) (6)

Contracting Officer, GSA, NCR, PBS, Metropolitan Services Division  
(Official Title)

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 7 TO LEASE NO. GS-11B-01814	DATE <u>5/26/2009</u>	
ADDRESS OF PREMISES 1501 Wilson Blvd Arlington, VA 22209-3906			
THIS AGREEMENT, made and entered into this date by and between Art Property Associates, LLC whose address is: Monday Properties; Attn: Timothy Helmig 1000 Wilson Blvd, Suite 700 Arlington, VA 22209-3906			
Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:			
WHEREAS, the parties hereto desire to amend the above Lease,			
NOW THEREFORE, these parties for the considerations hereinafter covenant and agree that the said lease is hereby amended effective April 5, 2009 as follows:			
Issued to reflect the annual operating cost escalation provided for in the basic lease agreement.			
Base (CPI-W-U.S. City Avg)	March	2008	209.15
Corresponding Index	March	2009	207.218
Base Operating Cost Per Lease			(b) (4)
% Increase in CPI-W			
Annual Increase In Operating Cost			(\$151.29)
Less Previous Escalation Paid			\$0.00
Annual Increase In Operating Cost Due Lessor			(b) (4)
Effective April 5, 2009, the annual rent is decreased by (\$151.29)			
The new annual rent is \$58,724.33 payable at the rate of \$4,893.69 per month.			
The rent check shall be made payable to:			
Art Property Associates, LLC Monday Properties; Attn: Timothy Helmig 1000 Wilson Blvd, Suite 700 Arlington, VA 22209-3906			
All other terms and conditions of the lease shall remain in force and effect.			
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.			
LESSOR: Art Property Associates, LLC			
BY _____ (Signature) _____ (Title)			
IN THE PRESENCE OF			
_____ (Signature) _____ (Address)			
UNITED STATES OF AMERICA			
BY (b) (6) _____ (Signature) _____ Contracting Officer, GSA, NCR, PBS, Metropolitan Services Division (Official Title)			

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT <div style="text-align: center;">No. 9</div> TO LEASE NO. <span style="float: right;">GS-11B-01814</span>	DATE <span style="float: right;">APR 5 2009</span>
ADDRESS OF PREMISES 1501 Wilson Blvd Arlington Blvd Arlington, VA 22209-3906		
THIS AGREEMENT, made and entered into this date by and between <span style="float: right;">Art Property Associates, LLC</span> whose address is: <span style="float: right;">Monday Properties: Attn: Timothy Helmig</span> <span style="float: right;">1000 Wilson Blvd. Suite 700</span> <span style="float: right;">Arlington, VA 22209-3906</span>		
Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:		
WHEREAS, the parties hereto desire to amend the above Lease.		
NOW THEREFORE, these parties for the considerations hereinafter covenant and agree that the said lease is hereby amended as follows:		
Issued to reflect the annual real estate tax escalation provided for in the basic lease agreement.		
COMPARISON YEAR	2009	\$353,685.50
BASE YEAR	2006	\$261,087.86
INCREASE		\$102,497.64
Government Share		2.13%
Amount Due for Current Year		\$2,183.20
The Lessor is entitled to a one-time lump sum payment in the amount of <span style="float: right;">\$2,183.20</span> payable in arrears. This amount shall be credited in your next rent check to:		
Art Property Associates, LLC 1000 Wilson Blvd. Suite 700 Arlington, VA 22209-3906		
All other terms and conditions of the lease shall remain in force and effect.		
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.		
LESSOR: Art Property Associates, LLC		
BY _____ (Signature) <span style="float: right;">_____</span> <span style="float: right;">(Title)</span>		
IN THE PRESENCE OF		
_____ (Signature) <span style="float: right;">_____</span> <span style="float: right;">(Address)</span>		
UNITED STATES OF AMERICA (b) (6)		
BY <span style="float: right;">Contracting Officer, GSA, NCR, PBS, NoVA</span> <span style="float: right;">(Official Title)</span>		



GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 4 TO LEASE NO. GS-11B-01814	DATE MAR 14 2008
ADDRESS OF PREMISES 1501 Wilson Blvd Arlington Blvd Arlington, VA 22209-3906		
THIS AGREEMENT, made and entered into this date by and between Art Property Associates, LLC whose address is: Monday Properties: Attn: Timothy Helmig 1000 Wilson Blvd, Suite 700 Arlington, VA 22209-3906		
Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:		
WHEREAS, the parties hereto desire to amend the above Lease.		
NOW THEREFORE, these parties for the considerations hereinafter covenant and agree that the said lease is hereby amended as follows:		
Issued to reflect the annual real estate tax escalation provided for in the basic lease agreement.		
COMPARISON YEAR	2007	\$278,578.80
BASE YEAR	2006	\$261,087.86
INCREASE		\$27,490.94
Government Share		2.13%
Amount Due for Current Year		\$585.56
The Lessor is entitled to a one-time lump sum payment in the amount of \$585.56 payable in arrears. This amount shall be credited in your next rent check to:		
Art Property Associates, LLC 1000 Wilson Blvd, Suite 700 Arlington, VA 22209-3906		
All other terms and conditions of the lease shall remain in force and effect.		
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.		
LESSOR: Art Property Associates, LLC		
BY _____ (Signature)	_____ (Title)	
IN THE PRESENCE OF		
_____ (Signature)	_____ (Address)	
UNITED STATES OF AMERICA		
BY <span style="background-color: black; color: red;">(b) (6)</span>	_____ Contracting Officer, GSA, NCR, PBS, NoVA (Official Title)	

STANDARD FORM 2  
FEBRUARY 1965 EDITION  
GENERAL SERVICES  
ADMINISTRATION  
FPR (41CFR) 101-6.801

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE: APR 22 1993

LEASE # GS-11B-30114 "NEG"

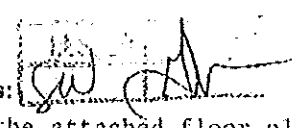
THIS LEASE, made and entered into this date between Art Associates

whose address is: 1000 Wilson Boulevard  
Arlington, Virginia 22209

and whose interest in the property hereinafter described is that of OWNER, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the Government.

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

  
as identified on the attached floor plans  
A total of 34,270 net usable square foot (nust) of office and related space located on the entire fourth, fifth, sixth, and 3,451 on the seventh floor, as well as fifteen (15) reserved parking spaces for Official Government Vehicles; four (4) of which will be designated "For Official Use Only", in the building known as, and located at, 1515 Wilson Boulevard, Arlington, Virginia.

to be used for SUCH PURPOSES AS DETERMINED BY THE GOVERNMENT.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the Ten year firm term beginning on (see SFO 91-165) through (see SFO 91-165), subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$662,806.00 at the rate of \$55,217.17 per MONTH in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to: Art Associates

~~4. The Government may terminate this lease at any time by giving at least # DAYS NOTICE HERE days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.~~

5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals: One Ten Year Term at an annual rental of \$790,266.20 at 65,855.52 per month in arrears provided notice be given in writing to the Lessor at lease 180 days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

6. The Lessor shall furnish to the Government as part of the rental consideration, the following:

A) If the Government elects to make a lump sum payment for the special requirements then the cost of the requirements is \$134,180.95 as they are defined in the special requirements section of SFO #91-165.

B) Building operation, maintenance, cleaning, and utility services and repairs in accordance with SFO #91-165 as amended.

C) The required improvements and buildout of the space in accordance with Section 8.15 (attachment) entitled "Design and Construction Schedule."

D) All fire safety deficiencies, as defined on Rider I, need to be corrected prior to occupancy.

E) All building deficiencies, as defined on Rider II, need to be corrected prior to occupancy.

F) The overtime rate is established at \$8.14 per hour

7. The following are attached and made a part hereof:

A. SFO #91-165 (dated November 1991 pages 1-36)

B. GSA Form 3517 (dated 1/91, 24 pages)

C. GSA Form 3518 (dated 1/91, 8 pages)

D. GSA Form 1217

E. Design and Construction Schedule

F. Rider I Fire Safety Deficiencies

G. Rider II Building Deficiencies

H. Above Standard SFO Requirements

I. Exhibit A Floor Plans

8. The following changes were made in this lease prior to its execution:

Paragraph Four (4) has been deleted in its entirety

WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR Art Associates

BY..... (b) (6) 3/22/13 BY.....  
.....STANLEY WESTREICH, PARTNER

IN PRESENCE OF:

ADDRESS:

(b) (6)  
✓ GISELA STALNAKER 1000 WILSON BOULEVARD, SUITE #800  
..... ARLINGTON, VA 22209

UNITED STATES OF AMERICA

BY..... (b) (6) ..... CONTRACTING OFFICER, GSA, NCR, OPR, RED  
CONTRACTING OFFICER

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	SUPPLEMENTAL AGREEMENT	DATE
SUPPLEMENTAL LEASE AGREEMENT	No. 32	NOV - 4 2009
TO LEASE NUMBER: GS-11B-30114		Page 1 of 2
Address of Premises: 1515 Wilson Boulevard Arlington, VA 22209		
THIS AGREEMENT, made and entered into this date by and between: Art Property Associates, LLC		
Whose address is: c/o Monday Properties 230 Park Avenue, Suite 500 New York, NY 10169 Attn: Theresa Piscitelli		
Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government.		
WHEREAS, the parties hereto desire to amend the above Lease.		
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended upon execution by the Government as follows:		
<p>1. <u>Extended Term</u>. This SLA is issued to extend the term of a portion of this Lease for a period of five (5) years from October 28, 2013 through October 27, 2018 (the "Extended Term"). The Government may terminate this Lease, effective as of October 27, 2017, by providing written notice to the Lessor no later than October 27, 2016, and no rent shall accrue after the effective date of termination so long as the Government vacates the Extended Premises (defined below) on or before such effective date. Said notice shall be computed from the date of mailing. The Government shall have no renewal rights and no termination rights except as set forth in the GSA Form 3517B included in the Lease.</p> <p>2. <u>Rent and Additional Rent during Extended Term</u>. The premises for the Extended Term shall consist of 15,783 BOMA rentable square feet (BRSF) (13,724 BOMA Office Area (BOASF)) of office space (the "Extended Premises") on the entire 4th floor and a portion of the 7th floor of the building. The remainder of the office space on the 5th and 6th floors (the "Original Premises", together with the Extended Premises, the "Entire Premises") shall terminate on October 27, 2013 in accordance with SLA 19 of this Lease. The operating expense base and real estate tax base shall be reduced on a pro rata basis to account for the Government's reduced percentage of occupancy after the expiration of the Original Premises term. Effective as of October 28, 2013, the annual rent for the Extended Premises shall be \$599,754.00 (15,783 BRSF x \$38.00 per BRSF) plus a pro rata share based on the Government's reduced percentage of occupancy (after the expiration of the</p>		
(continued on next page)		
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.		
LESSOR: Art Property Associates, LLC		
BY: (b) (6)	Anthony Westreich	President (Title)
IN THE PRESENCE OF (witnessed by)		
(b) (6)		230 Park Ave - Suite 500, NY, NY 10169 (Address)
UNITED STATES OF AMERICA		
(b) (6)	TC Hairston	Contracting Officer, GSA, NCR, (WP4PRDL) (Official Title)

Original Premises term) of all accrued operating expense adjustments and real estate tax adjustments over the original base amounts calculated in accordance with the Lease, payable at the rate of \$49,979.50 per month, in arrears. During the Extended Term, operating expense adjustments, real estate tax adjustments, and any other additional rent or additional charges, if any, shall continue to be made in accordance with the terms of the Lease with no change to the base amounts or base years, except as necessary to account for the Government's reduced percentage of occupancy (after the expiration of the Original Premises term).

3. Condition of Premises: The Government shall accept and continue to occupy the Extended Premises in their "as-existing" condition and the Lessor shall have no obligation whatsoever to make any structural or other improvements in or to any part of the Extended Premises or the building in the preparation for the Government's occupancy during the Extended Term, except that the acceptance of the Extended Premises "as-existing" shall not relieve the Lessor from future alterations, repairs, maintenance, replacements or other obligations set forth in the SFO which shall be performed in accordance with the standards set forth in the SFO and result in the continued quality and function of the Extended Premises at or above their levels as of the date of this SLA. Lessor represents that, to Lessor's knowledge the Extended Premises are in good repair and tenable condition as of the date hereof.

4. Commission. Studley, Inc. is the authorized real estate broker representing GSA in connection with this lease amendment transaction. The Lessor has agreed to pay to Studley, Inc. a cooperating lease commission of \$23,270.46. The Lessor agrees to pay Studley, Inc., 555 13<sup>th</sup> Street, N.W., Suite 420 East, Washington, DC 20004, the commission in the lump sum amount of \$23,270.46, which shall be due to Studley, Inc. upon execution and delivery of this SLA by the Government and payable not later than thirty (30) days after receipt of an invoice from Studley, Inc.

5. Rent Abatement. As part of the overall transaction, the Lessor has agreed to provide the Government with free rent in the amount of \$24,709.86 which shall be paid as free rent during the first full month of the Extended Term.

6. Payment Obligation. This document will not constitute a payment obligation until the date of execution by the United States. As a result, even though payments will be made retroactively, no monies whatsoever are due under this agreement until thirty days after the date of execution by the Government's Contracting Officer.

7. All other terms and conditions of the Lease shall remain in force and effect.

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GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

No. 5

DATE DEC 7 1995

TO LEASE NO. GS-11B-30114

ADDRESS OF PREMISES

1515 Wilson Blvd.  
1515 Wilson Blvd.  
Arlington, VA 22204

THIS AGREEMENT, made and entered into this date by and between ART Associates

whose address is:

ART Associates  
1000 Wilson Blvd.  
Arlington, VA 22204

Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter covenant and agree that the said lease is hereby amended effective October 28, 1995 as follows:

Issued to reflect the annual real estate tax escalation provided for in the basic lease agreement.

Base (CPI-W-U.S. City Avg)	September	1993	142.60
Corresponding Index	September	1995	150.60
Base Operating Cost Per Lease			(b) (4)
% Increase In CPI-W			
Annual Increase In Operating Cost			
Less Previous Escalation Paid			\$5,922.30
Annual Increase In Operating Cost Due Lessor			\$5,095.93

Effective October 28, 1995, the annual rent is increased by \$5,095.93  
The new annual rent is \$692,991.23 payable at the rate of \$57,749.27 per month.  
The rent check shall be made payable to:

ART Associates  
1000 Wilson Blvd. Arlington,  
VA 22204

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: ART Associates

BY \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

IN THE PRESENCE OF

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Address)

UNITED STATES OF AMERICA

(b) (6)

BY \_\_\_\_\_ Contracting Officer, GSA, NCR, PBS, CBD  
(Official Title)

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

No. 34

DATE

DEC 15 2009

TO LEASE NO.

GS-11B-30114

ADDRESS OF PREMISES

1616 Wilson Blvd

Arlington, VA 22209-3906

THIS AGREEMENT, made and entered into this date by and between Art Property Associates, LLC  
whose address is:  
Monday Properties: Attn: Timothy Helmig  
1000 Wilson Blvd, Suite 700  
Arlington, VA 22209-3906

Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter covenant and agree that the said lease is hereby amended as follows:

Issued to reflect the annual real estate tax escalation provided for in the basic lease agreement.

COMPARISON YEAR	2009	\$359,978.10
BASE YEAR	1993	\$137,301.58
INCREASE		
Government Share		\$222,877.52
		32.67%
Amount Due for Current Year		\$72,748.75

The Lessor is entitled to a one-time lump sum payment in the amount of \$72,748.75 payable in arrears. This amount shall be credited in your next rent check to:

Art Property Associates, LLC  
Monday Properties: Attn: Timothy Helmig  
1000 Wilson Blvd, Suite 700  
Arlington, VA 22209-3906

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: Art Property Associates, LLC

BY

(Signature)

(Title)

IN THE PRESENCE OF

(Signature)

(Address)

UNITED STATES OF AMERICA

(b) (6)

BY

Contracting Officer, GSA, NCR, PBS, NoVA

(Official Title)



GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

No. 33

DATE

4

TO LEASE NO.

GS-11B-30114

ADDRESS OF PREMISES

1515 Wilson Blvd

Arlington, VA 22209

THIS AGREEMENT, made and entered into this date by and between Art Associates  
whose address is:

Monday Properties

1000 Wilson Blvd

Arlington, VA 22209-3906

Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter covenant and agree that the said lease is hereby amended effective October 28, 2009 as follows:

Issued to reflect the annual operating cost escalation provided for in the basic lease agreement.

Base (CPI-W-U.S. City Avg)	Sept	1993	142.60
Corresponding Index	Sept	2009	211.322
Base Operating Cost Per Lease			(b) (4)
% Increase in CPI-W			
Annual Increase in Operating Cost			
Less Previous Escalation Paid			\$99,625.48
Annual Increase in Operating Cost Due Lessor			(\$4,976.11)

Effective October 28, 2009, the annual rent is decreased by (b) (4)

The new annual rent is \$877,715.97 payable at the rate of \$73,143.00 per month.

The rent check shall be made payable to:

Art Associates

Monday Properties

Arlington, VA 22209-3906

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: Art Associates

BY

(Signature)

(Title)

IN THE PRESENCE OF

(Signature)

UNITED STATES OF AMERICA

(b) (6)

BY

Contracting Officer, GSA, NCR, PBS, Metropolitan Services Division  
(Official Title)